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Joann Dyroff

February 24, 2023

Edward Wiegand, et al.

vs.

New York Life Insurance & Annuity Corporation,
et al.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

EDWARD WIEGAND and EUGENIA)
SPRICH, TRUSTEES OF THE)
HERBERT C. WIEGAND REVOCABLE)
TRUST, individually and on)
behalf of all other similarly)
situated,)
)
Plaintiff,) No. 4:22 CV 188 RWS
)
vs.)
)
NEW YORK LIFE INSURANCE &)
ANNUITY CORPORATION, et al.,)
)
Defendants.)

The deposition of JOANN DYROFF, taken before
Mary M. Rocco, Certified Court Reporter and
Registered Professional Reporter, taken pursuant
to the provisions of the Missouri Code of Civil
Procedure and the Rules of the Supreme Court
thereof pertaining to the taking of depositions
for the purpose of discovery, commencing at 12:00
p.m., on February 24th, 2023, at 165 North
Meramec, Suite 110, St. Louis, Missouri 63105.

<p style="text-align: center;">Page 2</p> <p>1 APPEARANCES: 2 JACOBSON PRESS, P.C. 3 BY: JOSEPH JACOBSON, ESQUIRE 4 222 South Central Avenue, Suite 550 Clayton, Missouri 63105 Phone: 314.899.9789 E-mail: jacobson@archcitylawyers.com</p> <p>5 On behalf of the Plaintiffs;</p> <p>6 PAULE, CAMAZINE & BLUMENTHAL, P.C. 7 BY: DAVID M. SLABY, ESQUIRE 8 165 North Meramec Avenue, Suite 110 St. Louis, Missouri 63105-3772 9 Phone: 314.244.3650 E-mail: dslaby@pcblawfirm.com</p> <p>10 On behalf of Joann Dyroff;</p> <p>11 HINSHAW & CULBERTSON, LLP 12 BY: JAMES M. BRODZIK, ESQUIRE 521 West Main Street, Suite 300 13 Belleville, Illinois 62220 Phone: 618.277.2400 14 E-mail: jbrodzik@hinshawlaw.com 15 On behalf of Defendants.</p> <p>16 * * * * *</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: center;">Page 4</p> <p>1 (Witness sworn.) 2 WHEREUPON: 3 JOANN DYROFF, called as a witness 4 herein, having been first duly sworn, was examined 5 and testified via videoconference as follows:</p> <p>6 - - -</p> <p>7 EXAMINATION</p> <p>8 BY MR. BRODZIK:</p> <p>9 Q. Good afternoon. My name is James Brodzik. I represent New York Life Insurance and 10 Annuity Corporation and New York Life Insurance 11 Company.</p> <p>12 A few ground rules. I almost feel like I don't even have to state these to you. But 13 no shaking heads. "Yes" or "No" answers. Allow me to finish my questions. Whenever you need a 14 break, let me know. I just ask that you finish any pending questions or answer any pending 15 questions before we do so. Can you state your name for the record, please?</p> <p>16 A. Joann N. Dyroff.</p> <p>17 Q. And your date of birth?</p> <p>18 A. 6-30, 1945.</p> <p>19 Q. And your address?</p> <p>20 A. 15 Woodoaks Trail, St. Louis,</p>																																																																																																														
<p style="text-align: center;">Page 3</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">INDEX</th> <th rowspan="2" style="text-align: right;">PAGE</th> </tr> <tr> <th style="text-align: left;">WITNESS</th> <th style="text-align: left;">EXHIBITS</th> </tr> </thead> <tbody> <tr> <td colspan="2">JOANN DYROFF</td> <td></td> </tr> <tr> <td>Examination by Mr. Brodzik</td> <td>Petition</td> <td style="text-align: right;">4</td> </tr> <tr> <td>Examination by Mr. Jacobson</td> <td>Subpoena</td> <td style="text-align: right;">79</td> </tr> <tr> <td>Examination by Mr. Brodzik</td> <td>Privilege Log</td> <td style="text-align: right;">85</td> </tr> <tr> <td colspan="2">EXHIBITS</td> <td></td> </tr> <tr> <td>Exhibit A</td> <td>Petition</td> <td style="text-align: right;">5</td> </tr> <tr> <td>Exhibit B</td> <td>Subpoena</td> <td style="text-align: right;">17</td> </tr> <tr> <td>Exhibit C</td> <td>Privilege Log</td> <td style="text-align: right;">18</td> </tr> <tr> <td>Exhibit D</td> <td>DRYOFF00149 to DRYOFF00192</td> <td style="text-align: right;">23</td> </tr> <tr> <td>Exhibit E</td> <td>DRYOFF00199 to DRYOFF00228</td> <td style="text-align: right;">25</td> </tr> <tr> <td>Exhibit F</td> <td>DRYOFF00066 to DRYOFF00074</td> <td style="text-align: right;">28</td> </tr> <tr> <td>Exhibit G</td> <td>DRYOFF00898</td> <td style="text-align: right;">35</td> </tr> <tr> <td>Exhibit H</td> <td>DRYOFF00198</td> <td style="text-align: right;">37</td> </tr> <tr> <td>Exhibit I</td> <td>DRYOFF00920 to DRYOFF00921</td> <td style="text-align: right;">38</td> </tr> <tr> <td>Exhibit J</td> <td>DRYOFF00098 to DRYOFF00117</td> <td style="text-align: right;">46</td> </tr> <tr> <td>Exhibit K</td> <td>DRYOFF00799 to DRYOFF00812</td> <td style="text-align: right;">50</td> </tr> <tr> <td>Exhibit L</td> <td>DRYOFF00556</td> <td style="text-align: right;">53</td> </tr> <tr> <td>Exhibit M</td> <td>DRYOFF00502 to DRYOFF00504</td> <td style="text-align: right;">54</td> </tr> <tr> <td>Exhibit N</td> <td>DRYOFF00121 to DRYOFF00147</td> <td style="text-align: right;">58</td> </tr> <tr> <td>Exhibit O</td> <td>DRYOFF00092 to DRYOFF00095</td> <td style="text-align: right;">59</td> </tr> <tr> <td>Exhibit P</td> <td>DRYOFF00083 to DRYOFF00084</td> <td style="text-align: right;">64</td> </tr> <tr> <td>Exhibit Q</td> <td>DRYOFF00271</td> <td style="text-align: right;">67</td> </tr> <tr> <td colspan="2">CERTIFIED QUESTIONS</td> <td></td> </tr> <tr> <td style="text-align: right;">PAGE</td> <td style="text-align: right;">LINE</td> <td style="text-align: right;">PAGE</td> <td style="text-align: right;">LINE</td> </tr> <tr> <td style="text-align: right;">19</td> <td style="text-align: right;">17</td> <td style="text-align: right;">20</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="text-align: right;">33</td> <td style="text-align: right;">12</td> <td style="text-align: right;">33</td> <td style="text-align: right;">19</td> </tr> <tr> <td style="text-align: right;">35</td> <td style="text-align: right;">10</td> <td style="text-align: right;">35</td> <td style="text-align: right;">16</td> </tr> <tr> <td style="text-align: right;">61</td> <td style="text-align: right;">25</td> <td style="text-align: right;">62</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="text-align: right;">63</td> <td style="text-align: right;">13</td> <td style="text-align: right;">63</td> <td style="text-align: right;">18</td> </tr> <tr> <td style="text-align: right;">71</td> <td style="text-align: right;">8</td> <td style="text-align: right;">71</td> <td style="text-align: right;">16</td> </tr> <tr> <td style="text-align: right;">75</td> <td style="text-align: right;">23</td> <td style="text-align: right;">76</td> <td style="text-align: right;">15</td> </tr> <tr> <td colspan="4" style="text-align: center;">---</td> </tr> </tbody> </table>	INDEX		PAGE	WITNESS	EXHIBITS	JOANN DYROFF			Examination by Mr. Brodzik	Petition	4	Examination by Mr. Jacobson	Subpoena	79	Examination by Mr. Brodzik	Privilege Log	85	EXHIBITS			Exhibit A	Petition	5	Exhibit B	Subpoena	17	Exhibit C	Privilege Log	18	Exhibit D	DRYOFF00149 to DRYOFF00192	23	Exhibit E	DRYOFF00199 to DRYOFF00228	25	Exhibit F	DRYOFF00066 to DRYOFF00074	28	Exhibit G	DRYOFF00898	35	Exhibit H	DRYOFF00198	37	Exhibit I	DRYOFF00920 to DRYOFF00921	38	Exhibit J	DRYOFF00098 to DRYOFF00117	46	Exhibit K	DRYOFF00799 to DRYOFF00812	50	Exhibit L	DRYOFF00556	53	Exhibit M	DRYOFF00502 to DRYOFF00504	54	Exhibit N	DRYOFF00121 to DRYOFF00147	58	Exhibit O	DRYOFF00092 to DRYOFF00095	59	Exhibit P	DRYOFF00083 to DRYOFF00084	64	Exhibit Q	DRYOFF00271	67	CERTIFIED QUESTIONS			PAGE	LINE	PAGE	LINE	19	17	20	5	33	12	33	19	35	10	35	16	61	25	62	5	63	13	63	18	71	8	71	16	75	23	76	15	---				<p style="text-align: center;">Page 5</p> <p>1 Missouri 63124.</p> <p>2 Q. How long have you lived there?</p> <p>3 A. 39 years.</p> <p>4 Q. You haven't taken any medication</p> <p>5 prior to the deposition today that would impact</p> <p>6 your ability to testify, have you?</p> <p>7 A. No.</p> <p>8 Q. We're here today about a lawsuit</p> <p>9 filed by Edward Wiegand and Eugenia Sprich,</p> <p>10 Trustees of the Herbert C. Wiegand Revocable Trust</p> <p>11 versus New York Life Insurance and Annuity</p> <p>12 Corporation and New York Life Insurance Company.</p> <p>13 MR. BRODZIK: I'm going to mark this</p> <p>14 as Exhibit A. It's a copy of the petition.</p> <p>15 (Whereupon, Exhibit A is marked for</p> <p>16 identification.)</p> <p>17 BY MR. BRODZIK:</p> <p>18 Q. Take a chance to review it. Have</p> <p>19 you seen that document before?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. What is your understanding of</p> <p>22 the factual allegations of the claims that have</p> <p>23 been brought against New York Life and the New</p> <p>24 York Life entities in this suit?</p> <p>25 A. My understanding is that the</p>
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<p style="text-align: center;">Page 6</p> <p>1 allegation is that New York Life failed to give 2 appropriate notice to the plaintiffs of the annual 3 notice and the diminution value and the expiration 4 on a timely basis that caused damage. I read the 5 petitions from months ago, so I haven't reviewed 6 them recently.</p> <p>7 Q. You are a licensed attorney; 8 correct?</p> <p>9 A. Yes.</p> <p>10 Q. What type of practice do you do?</p> <p>11 A. It's a mix. A lot of estate 12 planning, probate and trust administration, some 13 tax, some real estate. I do a lot of qualified 14 domestic relations orders for the divorce arm of 15 our firm. We don't do divorce practice. I do a 16 fair amount of nonprofit work.</p> <p>17 Q. Do you consider yourself to be a 18 specialist in any particular area, or do you have 19 any specialties?</p> <p>20 A. I don't think of it as a specialty. 21 I would just say that I spend more of my time 22 doing some things more than others.</p> <p>23 Q. What do you spend more of your time 24 doing than others?</p> <p>25 A. Probably estate planning and probate</p>	<p style="text-align: center;">Page 8</p> <p>1 Q. Are you a member of any professional 2 organization?</p> <p>3 A. I'm a member of the Bar Association 4 of Metropolitan St. Louis, some other assorted 5 ones like that.</p> <p>6 Q. Sure. Have you ever been sued for 7 malpractice?</p> <p>8 A. Yes.</p> <p>9 Q. How many times?</p> <p>10 A. Once.</p> <p>11 Q. Do you recall when that occurred?</p> <p>12 A. That was, I think, 1993.</p> <p>13 Q. Could you tell me the allegations 14 that were -- or describe the allegations that were 15 brought against you in that suit?</p> <p>16 A. I was sued as a partner in a law 17 firm. That law firm had a partner who allegedly 18 caused damage in a divorce case by not following 19 through with some kind of matter. I don't 20 remember all the details, but I was sued because I 21 was a partner in that firm.</p> <p>22 Q. What was the outcome of that suit?</p> <p>23 A. There was a judgment and a remitter. 24 The judge reduced the amount of the judgment, and 25 I believe that it was paid by insurance.</p>
<p style="text-align: center;">Page 7</p> <p>1 and trust administration.</p> <p>2 Q. Do you do any litigation?</p> <p>3 A. No.</p> <p>4 Q. Have you ever done any litigation?</p> <p>5 A. No.</p> <p>6 Q. Where did you go to undergrad?</p> <p>7 A. University of Missouri.</p> <p>8 Q. What did you study?</p> <p>9 A. I have studied history.</p> <p>10 Q. So did I. What year did you 11 graduate?</p> <p>12 A. I graduated in 1967.</p> <p>13 Q. Did you get -- outside from a JD, 14 did you get any higher-education degree?</p> <p>15 A. I have a masters in history.</p> <p>16 Q. Where did you get that?</p> <p>17 A. Mizzou.</p> <p>18 Q. Where did you go to law school?</p> <p>19 A. I started at University of Missouri 20 and then transferred to my last two years at 21 University of Minnesota.</p> <p>22 Q. Golden Gophers?</p> <p>23 A. You got it.</p> <p>24 Q. What year did you graduate?</p> <p>25 A. I graduated in 1973.</p>	<p style="text-align: center;">Page 9</p> <p>1 Q. Have you ever had any action taken 2 against your law license?</p> <p>3 A. No.</p> <p>4 Q. Have you written for any 5 publications?</p> <p>6 A. I write for a publication that is a 7 specific publication having to do with general 8 counsel for a client.</p> <p>9 Q. Okay.</p> <p>10 A. And I may have written an article to 11 a bar journal a time or two.</p> <p>12 Q. So you served as general counsel for 13 a corporation?</p> <p>14 A. Yes.</p> <p>15 Q. Could you tell me the name of that 16 corporation?</p> <p>17 A. I assume I can. It's Missouri 18 Housing Authorities Property and Casualty.</p> <p>19 Q. Have you ever done any expert work?</p> <p>20 A. No.</p> <p>21 Q. After you graduated law school, can 22 you tell me where you first worked?</p> <p>23 A. I worked at a firm, Maslon, Kaplan, 24 Edelman, Borman, Brand and McNulty in Minneapolis.</p> <p>25 Q. How long did you work there from, or</p>

3 (Pages 6 to 9)

<p style="text-align: center;">Page 10</p> <p>1 the --</p> <p>2 A. I worked about five years there.</p> <p>3 Q. So after you graduated law School,</p> <p>4 you took the Minnesota Bar, I'm assuming?</p> <p>5 A. (Nodding.)</p> <p>6 Q. At some point, you moved back to</p> <p>7 Missouri?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Did you have to take the</p> <p>10 Missouri Bar, or did you get some sort of</p> <p>11 reciprocity from years of practice?</p> <p>12 A. It was a little more complicated. I</p> <p>13 moved to Texas in between. I had to take the</p> <p>14 Texas Bar. Then when I moved to Missouri, I got</p> <p>15 reciprocity from Texas.</p> <p>16 Q. When did you move back to the</p> <p>17 beautiful State of Missouri?</p> <p>18 A. 1981.</p> <p>19 Q. Where did you work when you moved</p> <p>20 back?</p> <p>21 A. I initially did not work for a</p> <p>22 period of time because I had a child, and then I</p> <p>23 started back with the firm of -- I don't remember</p> <p>24 what it was called then. Love, Lacks and Paule.</p> <p>25 Q. How long did you cease working as an</p>	<p style="text-align: center;">Page 12</p> <p>1 Q. Did you come into the firm as a</p> <p>2 principal?</p> <p>3 A. Yes.</p> <p>4 Q. Do you have much experience, or do</p> <p>5 you have any experience in advising clients on</p> <p>6 life insurance policies?</p> <p>7 A. I mean, not much.</p> <p>8 Q. And you worked in a lot of trust and</p> <p>9 estate work, as you said?</p> <p>10 A. Yes.</p> <p>11 Q. Is it common that a life insurance</p> <p>12 policy would be included in a trust or estate</p> <p>13 plan?</p> <p>14 A. Somewhat. Not always. Less now</p> <p>15 because of changes in the estate tax law.</p> <p>16 Q. Have you had clients in the past</p> <p>17 reach out to you for advice on life insurance</p> <p>18 policies?</p> <p>19 A. Yes.</p> <p>20 Q. And when that happens, do you</p> <p>21 typically answer their questions? Or do you find</p> <p>22 them a third party attorney or someone else in</p> <p>23 your office to better help them?</p> <p>24 A. I typically discuss it with somebody</p> <p>25 else appropriate in our office.</p>
<p style="text-align: center;">Page 11</p> <p>1 attorney when you moved back to St. Louis?</p> <p>2 A. About eight or nine months.</p> <p>3 Q. Did you keep your license active</p> <p>4 during that time?</p> <p>5 A. Yes.</p> <p>6 Q. How long did you work with that</p> <p>7 firm?</p> <p>8 A. Until it dissolved in 1993, the end</p> <p>9 of 1993, and a new firm was formed. So until the</p> <p>10 end of 1993.</p> <p>11 Q. Did that malpractice suit have any</p> <p>12 impact or have any bearing on the closure of that</p> <p>13 prior firm?</p> <p>14 A. Yes.</p> <p>15 Q. Following the closure of that firm,</p> <p>16 where did you go?</p> <p>17 A. Paule, Camazine and Blumenthal.</p> <p>18 Q. So you have been here since 1990 --</p> <p>19 A. 1994.</p> <p>20 Q. What is your current title for --</p> <p>21 can I call it PCB?</p> <p>22 A. (Nodding.)</p> <p>23 Q. What is your current title for PCB?</p> <p>24 A. Principal partner. We call</p> <p>25 ourselves partners, but we are principals.</p>	<p style="text-align: center;">Page 13</p> <p>1 Q. The deposition that we're in today,</p> <p>2 how long did you prepare for this deposition?</p> <p>3 A. I may have spent 45 minutes or an</p> <p>4 hour just generally reviewing the files because</p> <p>5 it's been so long.</p> <p>6 Q. When you state "the files," what are</p> <p>7 you encompassing in that statement?</p> <p>8 A. The ones that were provided to</p> <p>9 review.</p> <p>10 Q. You did that for about 45 minutes?</p> <p>11 A. Yes.</p> <p>12 Q. Did you discuss this deposition with</p> <p>13 anybody outside of your attorney?</p> <p>14 A. No.</p> <p>15 Q. Have you ever discussed this case</p> <p>16 with Edward Wiegand?</p> <p>17 A. I believe that would fall under</p> <p>18 confidentiality rules.</p> <p>19 Q. Is Edward Wiegand your client?</p> <p>20 A. He was through the duration of this</p> <p>21 time, the Trust administration.</p> <p>22 Q. How long did the Trust</p> <p>23 administration occur?</p> <p>24 A. I can't remember exactly the year.</p> <p>25 When Mr. Wiegand died, the senior officer, it</p>

<p style="text-align: center;">Page 14</p> <p>1 probably ended about the time we finally finished 2 up the estate tax return issues, major issues, you 3 know. 2006, 2007, something like that.</p> <p>4 Q. So your representation of Edward 5 Wiegand ceased in 2007?</p> <p>6 A. On this matter, yes.</p> <p>7 Q. Right. So in regards to this 8 current lawsuit that's been filed in 2022, have 9 you spoken with Edward Wiegand about the suit?</p> <p>10 MR. JACOBSON: I'm going to object 11 on the grounds it does call for attorney-client 12 communication. If you look at the file, there is 13 no termination of representation. And you have to 14 ask the client whether they believe they were 15 still being represented by Ms. Dyroff, which I 16 think they do believe that.</p> <p>17 BY MR. BRODZIK:</p> <p>18 Q. Do you believe you are still 19 representing Mr. Wiegand?</p> <p>20 MR. SLABY: I think this calls for a 21 legal conclusion. Ms. Dyroff wants to be very 22 careful regarding any statements that her client 23 made or has made related to this matter. And if 24 there is some agreement between the parties 25 regarding that this does not fall within</p>	<p style="text-align: center;">Page 16</p> <p>1 Wiegand and Eugenia Sprich as Trustees of the 2 Trust.</p> <p>3 BY MR. BRODZIK:</p> <p>4 Q. Did you represent the trust as well?</p> <p>5 A. I think the general position is I 6 represent the trustees.</p> <p>7 Q. Was there -- did the Trust have an 8 attorney or some attorney representing the 9 interest of the Trust?</p> <p>10 A. It would be my understanding that by 11 representing the Trustees of the Trust and their 12 duties as Trustees, that that is, in a sense, 13 representation of the Trust. But again, that 14 calls for a legal conclusion that I am not 15 prepared to draw right now.</p> <p>16 Q. Were you familiar with Dr. Wiegand 17 prior to representing Edward and Eugenia as 18 Trustees of this Trust?</p> <p>19 A. No.</p> <p>20 Q. Okay. When did Edward and Eugenia 21 first become clients of PCB?</p> <p>22 A. I don't recall the date the client, 23 the Trust, the administration was opened.</p> <p>24 Q. Do you recall a general time period 25 in which Edward and Eugenia came to PCB asking for</p>
<p style="text-align: center;">Page 15</p> <p>1 privilege, then that's one thing, but she doesn't 2 want to divulge any confidential information that 3 may be required by the rules of professional 4 responsibility.</p> <p>5 Q. Have you spoken with Eugenia Sprich 6 in regards to this deposition?</p> <p>7 A. I believe that the same issues of 8 confidentiality would apply here.</p> <p>9 Q. So you have, but you believe that 10 the conversations were confidential?</p> <p>11 A. I believe that whether or not I 12 conversed with them would be a confidential issue.</p> <p>13 Q. Did you ever personally represent 14 Dr. Herbert Wiegand?</p> <p>15 A. No.</p> <p>16 Q. Was Dr. Wiegand deceased when your 17 representation of, I guess -- okay, well, here's a 18 question -- when this case first came in to your 19 office, who did you represent in the underlying 20 Trust matter?</p> <p>21 THE WITNESS: Can I answer that it's 22 confidential?</p> <p>23 MR. SLABY: Who we represented, I 24 don't think is confidential.</p> <p>25 THE WITNESS: I represented Ed</p>	<p style="text-align: center;">Page 17</p> <p>1 representation?</p> <p>2 A. My thought is 2002, 2003. I don't 3 recall the date. I knew it was after his death.</p> <p>4 Q. Did you know Edward socially or know 5 of him prior to him coming in to PCB for 6 representation?</p> <p>7 A. No.</p> <p>8 Q. Did you know Eugenia prior to?</p> <p>9 A. No.</p> <p>10 MR. BRODZIK: I'm going to -- I'm 11 going to mark this as Exhibit B. It's the 12 subpoena that we issued to you. (Whereupon, Exhibit B is marked for identification.)</p> <p>13 BY MR. BRODZIK:</p> <p>14 Q. Have you seen that document before?</p> <p>15 A. Yes.</p> <p>16 Q. And there is a rider attached to the 17 subpoena, asking you to produce a number of 18 documents in regards to your firm's handling of 19 this Trust or these individuals.</p> <p>20 A. Yes.</p> <p>21 Q. Have you read the rider in the past?</p> <p>22 A. Yes.</p> <p>23 Q. And you did produce a number of</p>

<p style="text-align: center;">Page 18</p> <p>1 documents, both electronically, and you also 2 allowed the firm of Jacobson and I to come in and 3 view your file in person?</p> <p>4 A. Yes.</p> <p>5 Q. And there were a number of documents 6 that you copied for us out of the file and 7 produced supplementary to us?</p> <p>8 A. Yes.</p> <p>9 MR. SLABY: Just for the record, 10 there was a privilege log provided that --</p> <p>11 MR. BRODZIK: And I'm going to mark 12 this as Exhibit C.</p> <p>13 (Whereupon, Exhibit C is marked for 14 identification.)</p> <p>15 BY MR. BRODZIK:</p> <p>16 Q. This was a privilege log that was 17 provided to us in conjunction with us getting an 18 original production and then coming in the office 19 to review the file?</p> <p>20 A. (Nodding.)</p> <p>21 Q. Okay. Based on the privilege log 22 that you have issued, is it your understanding 23 that none of the documents that you have produced 24 to us or that you have copied and then given to us 25 you are claiming privilege to?</p>	<p style="text-align: center;">Page 20</p> <p>1 about my involvement with this policy are 2 privileged. And this is starting to touch on 3 that, so I can't go any further.</p> <p>4 MR. BRODZIK: Can you certify that 5 question, please?</p> <p>6 (Whereupon, the pending question is 7 certified at the request of Mr. Brodzik.)</p> <p>8 BY MR. BRODZIK:</p> <p>9 Q. Did you assist in procuring this 10 policy?</p> <p>11 A. No.</p> <p>12 Q. Do you know who procured the policy?</p> <p>13 A. There was -- I believe it was an 14 insurance broker that the Wiegands worked with. I 15 can't recall the name of the company. And I think 16 it's defunct. I'm fairly sure it's defunct, 17 because I understood that the broker had died 18 somewhere along the line.</p> <p>19 Q. Understood. Are you familiar with 20 life accumulator life insurance policies?</p> <p>21 A. Not enough to talk about them.</p> <p>22 Q. So you don't know the difference 23 between -- or you can't describe the difference 24 between a life accumulator policy and a standard 25 term life insurance policy?</p>
<p style="text-align: center;">Page 19</p> <p>1 A. Yes.</p> <p>2 Q. So the background of this suit, or 3 the allegations in the pending petition, all 4 essentially resolve around a life insurance policy 5 that was taken out by Dr. Wiegand on his then 6 wife, Jean Cameron Wiegand's life. Are you 7 familiar with that policy?</p> <p>8 A. Somewhat.</p> <p>9 Q. For the record, it is called a 10 Universal Life Accumulator Policy, Number 11 62791665. Have you ever read this policy?</p> <p>12 A. I have read parts of it.</p> <p>13 Q. What parts of the policy do you 14 recall having read?</p> <p>15 A. Primarily, the first several pages 16 of the policy.</p> <p>17 Q. Is there a reason why you would read 18 the first several pages of the policy and not the 19 entirety of it?</p> <p>20 A. As I recall, the policy was -- it's 21 a very substantial number of pages. It's not a 22 short document, and you know --</p> <p>23 Q. So you didn't feel like it was 24 necessary to read the entirety of it, or --</p> <p>25 A. My conversations with the clients</p>	<p style="text-align: center;">Page 21</p> <p>1 A. I can't explain the difference. I 2 know that there is a difference between a term 3 policy and most other kinds of whole life or term 4 life or accumulative policies.</p> <p>5 Q. Do you recall what the life benefit 6 on Ms. Jean Wiegand was on this particular policy?</p> <p>7 A. Not precisely.</p> <p>8 Q. Do you recall what the initial 9 up-front premium was on this policy?</p> <p>10 A. I can't accurately recall. I have a 11 vague impression.</p> <p>12 Q. What is your vague impression?</p> <p>13 A. About \$700,000.</p> <p>14 Q. Are you aware that this particular 15 life insurance policy, this accumulator policy, 16 had a cash value?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Are you aware that over time 19 the cash value of a policy or this particular 20 policy would diminish without the supplementation 21 of yearly premium?</p> <p>22 A. That, once again, gets into a matter 23 of discussion with the clients. And --</p> <p>24 Q. Well, I'm asking for your personal 25 understanding of the policy, nothing you have</p>

<p style="text-align: center;">Page 22</p> <p>1 spoken with the clients about.</p> <p>2 MR. JACOBSON: I'm going to object</p> <p>3 to the form of the question. Since we're talking</p> <p>4 about a period of time that spans over 20 years or</p> <p>5 so, I think we need to have the understanding of</p> <p>6 what point in time. Otherwise, we have --</p> <p>7 BY MR. BRODZIK:</p> <p>8 Q. Okay. In 2003, did you understand</p> <p>9 that term about the policy?</p> <p>10 A. Understand what term about the</p> <p>11 policy?</p> <p>12 Q. That the policy had a cash value</p> <p>13 that would dissipate over time unless additional</p> <p>14 premium was added to the policy?</p> <p>15 A. No.</p> <p>16 Q. Have you ever spoken with Jean</p> <p>17 Cameron Wiegand?</p> <p>18 A. No.</p> <p>19 Q. And you didn't represent Jean</p> <p>20 Cameron Wiegand?</p> <p>21 A. No.</p> <p>22 Q. Have you ever spoken with Jean</p> <p>23 Cameron Wiegand's children, outside of the</p> <p>24 children of Herbert Wiegand, her own children that</p> <p>25 were outside of that marriage?</p>	<p style="text-align: center;">Page 24</p> <p>1 A. No.</p> <p>2 Q. Do you know who prepared that</p> <p>3 document?</p> <p>4 A. No.</p> <p>5 Q. Do you have -- this is the First</p> <p>6 Amended and Restated Trust. If you look at -- my</p> <p>7 office, in Bates marking these documents, listed</p> <p>8 them as "Dryoff" and not Dyroff, which I am just</p> <p>9 noticing. But if you look at 153, it is the</p> <p>10 Amendment to and the Restatement of the Herbert C.</p> <p>11 Wiegand Revocable Trust. That original amendment,</p> <p>12 you did not prepare that?</p> <p>13 A. I did not.</p> <p>14 Q. Do you know who did?</p> <p>15 A. It says McCarter and Greenley, LLC.</p> <p>16 Q. Do you know who McCarter and</p> <p>17 Greenley, LLC, is?</p> <p>18 A. No. Another law firm.</p> <p>19 Q. Do you know the law firm?</p> <p>20 A. It's a law firm.</p> <p>21 Q. Do you know if they are still in</p> <p>22 practice?</p> <p>23 A. I don't know.</p> <p>24 Q. Do you know if -- well, strike that.</p> <p>25 Let me move on there. Do you have a copy of the</p>
<p style="text-align: center;">Page 23</p> <p>1 A. No.</p> <p>2 MR. BRODZIK: I'm going to mark this</p> <p>3 as Exhibit D.</p> <p>4 (Whereupon, Exhibit D is marked for</p> <p>5 identification.)</p> <p>6 BY MR. BRODZIK:</p> <p>7 Q. This is a document that was included</p> <p>8 in the legal file that Mr. Jacobson and I had an</p> <p>9 opportunity to kind of review. In fact, all of</p> <p>10 these documents were -- I'm going to hand it to</p> <p>11 you. Have you seen that document before? Or do</p> <p>12 you know what that document is?</p> <p>13 MR. JACOBSON: When you say "legal</p> <p>14 file," are you talking about the documents she</p> <p>15 produced in her copy here?</p> <p>16 MR. BRODZIK: Yes.</p> <p>17 MR. JACOBSON: Okay.</p> <p>18 THE WITNESS: Yes, I have seen this</p> <p>19 before.</p> <p>20 BY MR. BRODZIK:</p> <p>21 Q. Can you read for me what the</p> <p>22 document is titled?</p> <p>23 A. The First Amendment to the Amended</p> <p>24 and Restated Herbert C. Wiegand Revocable Trust.</p> <p>25 Q. Did you help prepare that document?</p>	<p style="text-align: center;">Page 25</p> <p>1 entirety of the Trust, the original Trust, prior</p> <p>2 to the amendments? Are you aware?</p> <p>3 A. I don't know.</p> <p>4 Q. And it's your -- okay. When you</p> <p>5 were paid legal fees in your representation, were</p> <p>6 you paid directly from the children, or were you</p> <p>7 paid from the proceeds of the Trust?</p> <p>8 A. I believe it would have been the</p> <p>9 Trust.</p> <p>10 Q. So you were paid directly out of the</p> <p>11 Trust?</p> <p>12 A. Yes.</p> <p>13 MR. BRODZIK: I'm going to mark the</p> <p>14 next page as Exhibit E, or number of pages. This</p> <p>15 was also taken from the file that Mr. Jacobson and</p> <p>16 I had an opportunity to come and review, Dyroff</p> <p>17 199.</p> <p>18 (Whereupon, Exhibit E is marked for</p> <p>19 identification.)</p> <p>20 BY MR. BRODZIK:</p> <p>21 Q. Can you tell me who prepared this</p> <p>22 memorandum?</p> <p>23 A. I'm trying to remember who that</p> <p>24 would have been.</p> <p>25 Q. And if you don't recall --</p>

<p style="text-align: center;">Page 26</p> <p>1 A. I'm sorry, I do not.</p> <p>2 Q. The date of this memorandum is</p> <p>3 February 4, 2002. Do you believe that you</p> <p>4 represented the Wiegands by February 4, 2002, or</p> <p>5 do you believe that this may have been a</p> <p>6 memorandum from their prior counsel?</p> <p>7 A. It may have been from a prior</p> <p>8 counsel. I'm sorry, I do not remember when he</p> <p>9 died, and I didn't represent him until after. And</p> <p>10 his name is not familiar.</p> <p>11 Q. If you look at Page 200, it's a</p> <p>12 Policy Delivery Receipt on Jean Wiegand, signed by</p> <p>13 the policy owners, the policy owner, the Herbert</p> <p>14 Wiegand, LLC, signed by the agent.</p> <p>15 Do you recall at a certain point</p> <p>16 needing to change the policy owner from the LLC to</p> <p>17 some other entity?</p> <p>18 A. Yes.</p> <p>19 Q. Do you recall what entity that you</p> <p>20 needed to change, or that you changed the policy</p> <p>21 to?</p> <p>22 A. It was changed to the Trust.</p> <p>23 Q. Do you recall when that occurred?</p> <p>24 A. Sometime after his death.</p> <p>25 Q. And if you look at Page 201, it</p>	<p style="text-align: center;">Page 28</p> <p>1 firm did not have a copy of the insurance policy,</p> <p>2 was it?</p> <p>3 MR. JACOBSON: I'm going to object</p> <p>4 to the form of the question.</p> <p>5 THE WITNESS: I'm a little confused.</p> <p>6 BY MR. BRODZIK:</p> <p>7 Q. Sure. If you look on after 201,</p> <p>8 202, through 228, can you describe for me what</p> <p>9 those documents are?</p> <p>10 A. It looks like they are provisions as</p> <p>11 part of the policy.</p> <p>12 Q. Have you seen this document before?</p> <p>13 A. I believe so. It's been a long</p> <p>14 time.</p> <p>15 Q. Is it your contention or belief that</p> <p>16 your firm, or you, did not have a copy of the life</p> <p>17 insurance policy?</p> <p>18 A. No.</p> <p>19 MR. BRODZIK: The next document that</p> <p>20 I am going to provide was also -- what was that</p> <p>21 last one? I'm going to mark this as Exhibit F.</p> <p>22 This was also taken from the file that we</p> <p>23 reviewed.</p> <p>24 (Whereupon, Exhibit F is marked for</p> <p>25 identification.)</p>
<p style="text-align: center;">Page 27</p> <p>1 lists the owner of the Trust as Herbert Wiegand,</p> <p>2 and the address of the Trust as 9 Huntleigh Woods,</p> <p>3 St. Louis, Missouri 63131. Are you familiar with</p> <p>4 the 9 Huntleigh Woods address?</p> <p>5 A. I believe that was their home.</p> <p>6 Q. Do you know if Jean Wiegand lived at</p> <p>7 the 9 Huntleigh Woods address?</p> <p>8 A. I do not know that.</p> <p>9 Q. In your assistance with these</p> <p>10 individuals on the, I guess, maintenance of the</p> <p>11 Trust, for lack of a better word, did you ever</p> <p>12 sell the -- or liquidate the 9 Huntleigh Woods</p> <p>13 property?</p> <p>14 A. His personal residence -- if that</p> <p>15 was his personal residence, and I can't say that</p> <p>16 for certain at this point, because I don't recall</p> <p>17 what was sold as part of the Trust administration.</p> <p>18 Q. And you believe that that 9</p> <p>19 Huntleigh Woods house was sold as part of the</p> <p>20 administration?</p> <p>21 A. That was his address, yes. That was</p> <p>22 his residence.</p> <p>23 Q. And with this document being</p> <p>24 included in the file with the copy of the original</p> <p>25 policy receipt, it is not your belief that your</p>	<p style="text-align: center;">Page 29</p> <p>1 BY MR. BRODZIK:</p> <p>2 Q. Could you tell me who that is from</p> <p>3 and to whom it is sent?</p> <p>4 A. It's from MaryLee Behlmann.</p> <p>5 Q. Do you know who that is?</p> <p>6 A. I believe that this is someone who</p> <p>7 was like an assistant in the office of Vance</p> <p>8 Financial Group, which I believe was the group</p> <p>9 that helped arrange for the policy.</p> <p>10 Q. Is that the group that you were</p> <p>11 discussing earlier that has since closed and the</p> <p>12 principal passed away?</p> <p>13 A. That's my understanding.</p> <p>14 Q. The fax was sent to Charles</p> <p>15 McCarter. Do you know who Charles McCarter is?</p> <p>16 A. He's an attorney with McCarter and</p> <p>17 Greenley.</p> <p>18 Q. Is it your understanding that</p> <p>19 McCarter and Greenley represented the Trust or the</p> <p>20 children prior to your representation of the</p> <p>21 children of the Trust?</p> <p>22 A. I did not recall that. That may be</p> <p>23 the case.</p> <p>24 Q. If you look at the document itself,</p> <p>25 it is Dyroff 67 to 74. Have you ever seen this</p>

<p style="text-align: right;">Page 30</p> <p>1 document before?</p> <p>2 A. I cannot -- I have no recollection.</p> <p>3 Q. Of ever seeing this?</p> <p>4 A. That doesn't mean I didn't see it.</p> <p>5 It just means I didn't see it -- it's just been so</p> <p>6 long.</p> <p>7 Q. Right. But you are not -- you have</p> <p>8 no allegation that this document was not contained</p> <p>9 in your legal file, do you?</p> <p>10 A. No.</p> <p>11 Q. Okay. On Page 67, it states that</p> <p>12 the cash value of the policy at the time this</p> <p>13 document was prepared on May 7, 2002, was</p> <p>14 \$778,636.04. What is your understanding of what</p> <p>15 that figure means?</p> <p>16 A. A description of the cash value.</p> <p>17 Q. And below that, the net amount at</p> <p>18 risk, \$618,646.40. Can you describe for me what</p> <p>19 the net amount at risk means?</p> <p>20 A. No.</p> <p>21 Q. The surrender cost basis of</p> <p>22 \$750,000, do you -- can you describe for me what</p> <p>23 the surrender cost basis means?</p> <p>24 A. My understanding would normally be</p> <p>25 that that is the amount that you would receive to</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. Have you represented clients who had</p> <p>2 taken out these types of life accumulator policies</p> <p>3 in the past?</p> <p>4 A. In 2002, had I represented people in</p> <p>5 the past who had done this?</p> <p>6 Q. Yes.</p> <p>7 A. No.</p> <p>8 Q. How about in 2005, had you</p> <p>9 represented people that had taken out policies</p> <p>10 like this in the past?</p> <p>11 A. It's a little hard to remember. I</p> <p>12 can't give you an -- I cannot answer that, because</p> <p>13 I can't recall exactly.</p> <p>14 Q. In 2022, outside of this particular</p> <p>15 policy, have you represented clients that had</p> <p>16 taken out life accumulator policies like this in</p> <p>17 the past?</p> <p>18 A. I'm having trouble with the life</p> <p>19 accumulator policy concept, the term, because</p> <p>20 there are many different kinds of life insurance</p> <p>21 policies. So I can't say precisely that I</p> <p>22 represented somebody that had exactly this kind of</p> <p>23 policy.</p> <p>24 Q. Had you represented individuals as</p> <p>25 of today's date that took out life insurance</p>
<p style="text-align: right;">Page 31</p> <p>1 surrender the policy.</p> <p>2 Q. On the bottom part of the page, just</p> <p>3 above where it says, 7702 Indicator GL, it shows a</p> <p>4 Guideline Annual Premium of \$168,477.95. Are you</p> <p>5 able to provide for me your understanding of what</p> <p>6 that Annual Guideline Premium means?</p> <p>7 A. No.</p> <p>8 Q. If you look at Page 73, there is a</p> <p>9 yearly breakdown of the insurance. Essentially,</p> <p>10 on the far left, the Premium Payment Mode shows an</p> <p>11 annual of zero, including no new premium. Do you</p> <p>12 see under "Guaranteed Charges" that the cash value</p> <p>13 of the policy depreciates over a 10-year period of</p> <p>14 time?</p> <p>15 A. Yes, I see that.</p> <p>16 Q. You had not -- or correct me if I'm</p> <p>17 wrong, but your prior testimony is you have dealt</p> <p>18 with these types of policies in the past?</p> <p>19 MR. SLABY: Object to form.</p> <p>20 BY MR. BRODZIK:</p> <p>21 Q. Had you dealt with these types of</p> <p>22 policies in the past?</p> <p>23 MR. SLABY: Object to form. What</p> <p>24 does deal with the policy mean? I'm sorry.</p> <p>25 BY MR. BRODZIK:</p>	<p style="text-align: right;">Page 33</p> <p>1 policies that had a death benefit and a</p> <p>2 diminishing cash value but for the inclusion of an</p> <p>3 additional premium?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And you've provided legal</p> <p>6 guidance in regards to the handling and</p> <p>7 maintenance of these types of policies?</p> <p>8 A. On a very limited basis.</p> <p>9 Q. Okay. And what basis would that be?</p> <p>10 A. To consult with their insurance</p> <p>11 agent primarily.</p> <p>12 Q. Do you recall if you ever provided</p> <p>13 this accumulative life insurance illustration</p> <p>14 document to Edward or Eugenia?</p> <p>15 A. I believe that that calls for</p> <p>16 confidentiality issues in terms of my discussions</p> <p>17 with them.</p> <p>18 MR. BRODZIK: I'll certify that</p> <p>19 question.</p> <p>20 (Whereupon, the pending question is</p> <p>21 certified at the request of Mr. Brodzik.)</p> <p>22 BY MR. BRODZIK:</p> <p>23 Q. In your history of dealing with</p> <p>24 accumulator policies with diminishing cash values,</p> <p>25 has it been your recommendation in the past to</p>

<p style="text-align: right;">Page 34</p> <p>1 cash out policies prior to deaths occurring?</p> <p>2 MR. SLABY: Object to form.</p> <p>3 MR. JACOBSON: I've got a lot of</p> <p>4 problems with that question.</p> <p>5 BY MR. BRODZIK:</p> <p>6 Q. Well, I'm not asking for your</p> <p>7 particular guidance to any one individual client.</p> <p>8 I'm asking you if in your practice over the past</p> <p>9 40 years in dealing with policies that have</p> <p>10 diminishing cash values, if you have ever</p> <p>11 recommended to clients to exercise their cash-out</p> <p>12 option and take the cash?</p> <p>A. I may have from time to time just discussed options under policies with individuals.</p> <p>15 Q. Is it your understanding, as an</p> <p>16 attorney and who gives advice on taking cash</p> <p>17 value, or taking the cash value of a policy and</p> <p>18 cashing it in, in your opinion, when should a cash</p> <p>19 value be taken, and when should a client wait and</p> <p>20 take their chances on the death benefit?</p> <p>21 MR. SLABY: Object to form.</p> <p>22 MR. JACOBSON: Yes, it calls for</p> <p>23 speculation. That is unrelated to this case. I</p> <p>24 think you are kind of looking for an expert</p> <p>25 opinion in an area in which she is claiming she</p>	<p style="text-align: right;">Page 36</p> <p>1 Greenley terminate their representation.</p> <p>2 Do you recall if Edward and Eugenia</p> <p>3 had spoken with you about taking over their</p> <p>4 representation prior to sending this letter?</p> <p>A. I just don't recall.</p> <p>6 Q. You are CC'd on this letter.</p> <p>A. Yes.</p> <p>8 Q. Did you prepare this letter on their</p> <p>9 behalf?</p> <p>A. I don't know.</p> <p>11 Q. The letter --</p> <p>A. Excuse me, no.</p> <p>13 Q. The letter states, "Please have our</p> <p>14 complete file on or before November 7th, 2002."</p> <p>15 Do you recall if McCarter and Greenley sent you</p> <p>16 their complete file?</p> <p>A. I don't know.</p> <p>18 Q. However, some of the exhibits that</p> <p>19 we have gone through have McCarter and Greenley</p> <p>20 faxes that they have received, so it would be safe</p> <p>21 to assume that you received at least some portion</p> <p>22 of their file; correct?</p> <p>A. It would be safe to assume it, yes.</p> <p>24 Q. You don't recall when at least that</p> <p>25 partial file was turned over to you?</p>
<p style="text-align: right;">Page 35</p> <p>1 can't proceed.</p> <p>2 BY MR. BRODZIK:</p> <p>3 Q. So you have no opinion on when a</p> <p>4 cash value should be exercised or when a client</p> <p>5 should wait for a death benefit?</p> <p>A. If I'm dealing with a client on that question, as I said, I would refer them back to their insurance agent or to someone in our office to help review.</p> <p>10 Q. Do you recall ever directing Edward</p> <p>11 or Eugenia to speak with their insurance agent</p> <p>12 about this policy?</p> <p>A. I believe that is covered by confidentiality.</p> <p>15 MR. BRODZIK: I would like to</p> <p>16 certify that question as well.</p> <p>17 (Whereupon, the pending question is</p> <p>18 certified at the request of Mr. Brodzik.)</p> <p>19 (Whereupon, Exhibit G is marked for</p> <p>20 identification.)</p> <p>21 BY MR. BRODZIK:</p> <p>22 Q. This is a letter, dated October 23,</p> <p>23 2002, to McCarter and Greenley, signed by Edward</p> <p>24 and Eugenia Sprich, apparently requesting that</p> <p>25 their representation be -- or McCarter and</p>	<p style="text-align: right;">Page 37</p> <p>A. No.</p> <p>2 MR. BRODZIK: The next one I'm going</p> <p>3 to mark as H.</p> <p>4 (Whereupon, Exhibit H is marked for</p> <p>5 identification.)</p> <p>6 BY MR. BRODZIK:</p> <p>7 Q. That appears to be another document</p> <p>8 from McCarter and Greenley, based off of the "To"</p> <p>9 and "From." Would you agree?</p> <p>10 A. Yes, it appears to be that.</p> <p>11 Q. Can you tell me the date of --</p> <p>A. April 24, 2003.</p> <p>MR. SLABY: Let him finish his question before you answer.</p> <p>15 THE WITNESS: I'm sorry.</p> <p>16 BY MR. BRODZIK:</p> <p>17 Q. -- the date on the letter? Do you</p> <p>18 have any understanding of why McCarter would still</p> <p>19 be performing work on behalf of the Wiegands,</p> <p>20 what, some six or seven months after sending the</p> <p>21 letter asking that PCB take over the handling of</p> <p>22 the Trust?</p> <p>A. No, I have no recollection.</p> <p>24 Q. Okay. Do you believe that by April</p> <p>25 23, 2003, that PCB was representing Edward and</p>

<p style="text-align: right;">Page 38</p> <p>1 Eugenia?</p> <p>2 A. I don't recall the dates of when we</p> <p>3 started to represent.</p> <p>4 Q. That letter discusses or states that</p> <p>5 the policy was issued with errors. Are you aware</p> <p>6 of any errors in the policy when it was issued?</p> <p>7 A. I don't recall.</p> <p>8 Q. Okay.</p> <p>9 MR. BRODZIK: The next exhibit.</p> <p>10 (Whereupon, Exhibit I is marked for</p> <p>11 identification.)</p> <p>12 BY MR. BRODZIK:</p> <p>13 Q. This is a letter from Thomas</p> <p>14 Blumenthal, written to Barbara Blee Maille, dated</p> <p>15 June 17th, 2003, in regards to a potential</p> <p>16 settlement with a James Wiegand. Can you tell me</p> <p>17 who Barbara Blee Maille is?</p> <p>18 A. Barbara Blee Maille, she's an</p> <p>19 attorney.</p> <p>20 Q. Did she represent James Wiegand?</p> <p>21 A. That's my recollection.</p> <p>22 Q. Who is Thomas Blumenthal?</p> <p>23 A. My partner.</p> <p>24 Q. Did Thomas Blumenthal ever perform</p> <p>25 work on behalf of the Wiegands or the Trust?</p>	<p style="text-align: right;">Page 40</p> <p>1 by Tom, says, "In reference to this letter, let us</p> <p>2 first emphasize that we do not represent Ed and</p> <p>3 Gina in this matter. We represent the Trust." I</p> <p>4 was under the belief that you only represented Ed</p> <p>5 and Gina and not the Trust. Is there is mistake</p> <p>6 in this letter, or --</p> <p>7 A. No. I believe what he is saying is</p> <p>8 that we don't represent them individually. We</p> <p>9 represent them as Trustees of the Trust.</p> <p>10 Q. Okay. So your take on, We represent</p> <p>11 the Trust, is that you don't actually represent</p> <p>12 the Trust; you represent the Trustees?</p> <p>13 MR. SLABY: I'm going to object to</p> <p>14 form.</p> <p>15 THE WITNESS: The next sentence</p> <p>16 says, "We must take direction from the Trustees of</p> <p>17 the Trust."</p> <p>18 BY MR. BRODZIK:</p> <p>19 Q. Is it still your belief that you did</p> <p>20 not represent the Trust, though, as it states in</p> <p>21 this letter?</p> <p>22 A. I think that's a legal conclusion</p> <p>23 one way or the other. Do you represent the Trust?</p> <p>24 Do you represent the Trustees? I think it's hard</p> <p>25 to differentiate that.</p>
<p style="text-align: right;">Page 39</p> <p>1 A. Yes.</p> <p>2 Q. Can you tell me what the extent of</p> <p>3 his work on this file was?</p> <p>4 A. There was potential litigation by</p> <p>5 James, one of his sons, and he was involved in</p> <p>6 that because he is a litigator.</p> <p>7 Q. Can you tell me if you recall what</p> <p>8 the potential litigation stemmed from between</p> <p>9 James Wiegand and --</p> <p>10 A. It is a little vague, but there was</p> <p>11 -- I think it was primarily over tangible personal</p> <p>12 property and a large gun collection.</p> <p>13 Q. Do you recall what happened to the</p> <p>14 gun collection?</p> <p>15 A. No.</p> <p>16 Q. Do you recall how many guns were in</p> <p>17 the collection?</p> <p>18 A. No.</p> <p>19 Q. Do you recall if any litigation</p> <p>20 ended up being filed in regards to the dispute</p> <p>21 between James and the trustees?</p> <p>22 A. No. My recollection is there was a</p> <p>23 settlement.</p> <p>24 Q. If you look at this June 17, 2003</p> <p>25 letter, the top of the second paragraph, written</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. And you're a lawyer; correct?</p> <p>2 A. Yes.</p> <p>3 Q. And you have been practicing for 45</p> <p>4 years in trust and estates?</p> <p>5 A. Yes.</p> <p>6 Q. So based off of your extensive</p> <p>7 knowledge on trust and estate law, is it your</p> <p>8 belief that you represent the Trust, or that you</p> <p>9 represent the children as Trustees of the Trust?</p> <p>10 A. Not the children as Trustees of the</p> <p>11 Trust. I represent the Trustees acting as such,</p> <p>12 not the children, because they are not children in</p> <p>13 that fiduciary capacity. They are Trustees.</p> <p>14 Q. Please describe what you mean by --</p> <p>15 well, can you repeat the question? I'm confused</p> <p>16 by that answer.</p> <p>17 MR. JACOBSON: May I interject here?</p> <p>18 If you file a lawsuit on behalf of a trust, if you</p> <p>19 file it in the name of "Trust So-and-So" sues, it</p> <p>20 will be dismissed because a trust is not an entity</p> <p>21 that has the power to sue. So it has to be filed</p> <p>22 "So-and-So, Trustee of Such-and-Such Trust." Same</p> <p>23 with deeds. A trustee's deeds written by the</p> <p>24 trustee, saying, "On behalf of Such-and-Such</p> <p>25 Trust, I convey this property to you."</p>

<p style="text-align: right;">Page 42</p> <p>1 If you have a deed that is just in 2 the name of the trust and not in the name of the 3 trustee, it would be in effect of the conveyed 4 interest. So yes, the trust exists. The trust 5 acts only through its trustees. But the 6 representation is all through trustees. The 7 trustees are the persons that run the trust, that 8 do everything. The trust itself doesn't have a 9 separate legal existence, aside from -- for 10 purposes of conveyance lawsuits and so on, other 11 than by actions taken by the trustees.</p> <p>12 Would you agree with that, Joann?</p> <p>13 Is that a correct description?</p> <p>14 THE WITNESS: Absolutely. Well 15 said.</p> <p>16 BY MR. BRODZIK:</p> <p>17 Q. So is it your understanding that a 18 trust does not have the right to sue?</p> <p>19 A. Yes.</p> <p>20 Q. Is it your understanding that 21 trustees can only bring suit for the -- I guess 22 for the interest of the trust on behalf of the 23 trust?</p> <p>24 A. I defer to the litigator.</p> <p>25 MR. JACOBSON: Just as this case is</p>	<p style="text-align: right;">Page 44</p> <p>1 she was -- she was deposed in that litigation, and 2 that was in 1993.</p> <p>3 THE WITNESS: 1993.</p> <p>4 MR. JACOBSON: So I was involved in 5 her deposition in 1993, in connection with the 6 malpractice action against her then partner. She 7 was just a kid.</p> <p>8 THE WITNESS: I had suppressed it.</p> <p>9 BY MR. BRODZIK:</p> <p>10 Q. How many times do you think you have 11 been deposed over the years?</p> <p>12 A. Three, counting today.</p> <p>13 Q. The letter goes on to state that, 14 "We consider our first and foremost obligation is 15 to fulfill the dictates of the Trust and maintain 16 a fiduciary responsibility of the Trustees in 17 administrating the Trust."</p> <p>18 Have you had instances in the past 19 where the trustees have not acted in the best 20 interest of the Trust, in your extensive history 21 of trust and estate planning?</p> <p>22 MR. SLABY: Object to the form.</p> <p>23 MR. JACOBSON: I object to the form.</p> <p>24 Are you talking about with represent to this 25 Trust? Are you talking about all Trusts?</p>
<p style="text-align: right;">Page 43</p> <p>1 brought by Ed and Eugenia and as Trustees of the 2 Wiegand Trust, that's the proper method. That's 3 how we sue. We didn't make it up. The English 4 guys made it up 500 years ago, so we're stuck with 5 it.</p> <p>6 MR. BRODZIK: Well, that's your 7 understanding of how it should be properly 8 captioned.</p> <p>9 MR. JACOBSON: That is true.</p> <p>10 BY MR. BRODZIK:</p> <p>11 Q. I'm asking for your understanding 12 of --</p> <p>13 A. My understanding is the same. But 14 since I don't do litigation, I don't get in to 15 that. But what Joe says is correct.</p> <p>16 Q. Do you know Mr. Jacobson outside of 17 this suit?</p> <p>18 A. No. I wrote him a letter last week 19 on another matter.</p> <p>20 Q. How long have you known Mr. 21 Jacobson?</p> <p>22 A. About a week.</p> <p>23 MR. JACOBSON: She may not recall, 24 but we actually met a number of years ago, because 25 we represented David Lacks in that litigation that</p>	<p style="text-align: right;">Page 45</p> <p>1 MR. BRODZIK: Generally speaking.</p> <p>2 THE WITNESS: I recall one instance 3 of that in the past.</p> <p>4 BY MR. BRODZIK:</p> <p>5 Q. When you come across an instance 6 where a trustee is not acting in the best interest 7 of the Trust, how do you rectify an issue like 8 that?</p> <p>9 A. I believe I had to withdraw as 10 counsel.</p> <p>11 Q. Withdraw as counsel from --</p> <p>12 A. The representation of.</p> <p>13 Q. Of the Trust?</p> <p>14 A. Of the Trustee of the Trust, yes.</p> <p>15 Q. Withdraw as representation of the 16 Trust or the Trustee?</p> <p>17 A. Both.</p> <p>18 Q. Both?</p> <p>19 A. Well, when you withdraw from the 20 representation of the Trust, you are withdrawing 21 from the representation of the Trustees.</p> <p>22 Q. In your extensive knowledge on the 23 subject of trust and estate planning, do you 24 believe there could be a conflict of interest 25 between representing a Trust and the Trustees of a</p>

<p style="text-align: right;">Page 46</p> <p>1 Trust?</p> <p>2 A. In the situation that you just</p> <p>3 outlined, where the Trustee is acting not in the</p> <p>4 best interest of the Trust, that is correct. That</p> <p>5 is creating a conflict between that Trustee and</p> <p>6 the Trust and its fiduciary duty to the Trust. So</p> <p>7 there can be a conflict of interest in that sense.</p> <p>8 Q. And if there was a conflict of</p> <p>9 interest, do you have a duty to withdraw then?</p> <p>10 A. I believe so.</p> <p>11 (Whereupon, Exhibit J is marked for</p> <p>12 identification.)</p> <p>13 BY MR. BRODZIK:</p> <p>14 Q. This is a July 22, 2003, letter to</p> <p>15 MaryLee from you, requesting that the life</p> <p>16 insurance policy be changed from the Wiegand</p> <p>17 Family, LLC, to the Herbert C. Wiegand Revocable</p> <p>18 Trust, Statement of Irrevocability, a Change of</p> <p>19 Beneficiary Request.</p> <p>20 And you further state that, In</p> <p>21 addition, the policy cannot be located, and we</p> <p>22 request a new policy.</p> <p>23 I'll let you review that. Can you</p> <p>24 let me know if you drafted that letter?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 48</p> <p>1 Q. On this Transfer of Ownership under,</p> <p>2 Address of the new owner of the Herbert C. Wiegand</p> <p>3 Revocable Trust, no address is included. Do you</p> <p>4 agree with me?</p> <p>5 A. I can see that there is no address</p> <p>6 listed.</p> <p>7 Q. Do you know why no address was</p> <p>8 listed for the Herbert C. Wiegand Revocable Trust?</p> <p>9 A. No.</p> <p>10 Q. And you never directed that an</p> <p>11 address should be included there?</p> <p>12 MR. JACOBSON: Object to the form.</p> <p>13 You mean in connection with this letter, or do you</p> <p>14 mean at any point in time?</p> <p>15 BY MR. BRODZIK:</p> <p>16 Q. I'm talking about with the transfer</p> <p>17 of ownership.</p> <p>18 A. Can you repeat the question, please?</p> <p>19 Q. Yes. Did you believe that an</p> <p>20 address should have been included on this Transfer</p> <p>21 of Ownership for the Trust?</p> <p>22 A. I don't recall.</p> <p>23 Q. Do you know if you -- or can you</p> <p>24 recall if you reviewed this document prior to you</p> <p>25 mailing it to New York Life?</p>
<p style="text-align: right;">Page 47</p> <p>1 Q. If you look at, I believe -- what</p> <p>2 the is the Bates on the page I just gave you?</p> <p>3 A. 98.</p> <p>4 Q. If you look at 100, there is a</p> <p>5 Transfer of Ownership/Designation. Did you</p> <p>6 Prepare This Transfer of Ownership/Designation?</p> <p>7 A. I do not believe so.</p> <p>8 Q. Do you know who did prepare the</p> <p>9 Transfer of Ownership/Designation?</p> <p>10 A. No.</p> <p>11 Q. And you recall that when the policy</p> <p>12 was first taken out, the address on the policy was</p> <p>13 9 Huntleigh Woods in St. Louis, Missouri?</p> <p>14 MR. SLABY: Object to form.</p> <p>15 THE WITNESS: I don't recall.</p> <p>16 BY MR. BRODZIK:</p> <p>17 Q. Well, we can go back and look at the</p> <p>18 policy, but --</p> <p>19 A. I don't recall independently.</p> <p>20 Q. But based off of your review of the</p> <p>21 policy --</p> <p>22 A. Yes.</p> <p>23 Q. -- the address on the policy was 9</p> <p>24 Huntleigh Woods?</p> <p>25 A. (Nodding.)</p>	<p style="text-align: right;">Page 49</p> <p>1 A. I don't recall.</p> <p>2 Q. Is it in your normal course of</p> <p>3 business to review Transfer of Ownership documents</p> <p>4 before you personally mail them out to insurance</p> <p>5 companies?</p> <p>6 A. It would be, yes, in my normal</p> <p>7 course.</p> <p>8 Q. In that letter, you state that you</p> <p>9 do not have a copy the policy, is that correct?</p> <p>10 A. That is what the letter says, yes.</p> <p>11 Q. And based on the exhibits that we've</p> <p>12 gone through previously, there was, in fact, a</p> <p>13 copy of the policy located in your legal file, is</p> <p>14 that correct?</p> <p>15 MR. SLABY: I'm going to object to</p> <p>16 form as far as if we're talking about the same</p> <p>17 policy, or --</p> <p>18 MR. JACOBSON: I'm going to object</p> <p>19 to form, as we don't have any evidence of when</p> <p>20 that policy entered her file relative to the date</p> <p>21 of this letter.</p> <p>22 BY MR. BRODZIK:</p> <p>23 Q. Okay. But you do believe that at</p> <p>24 some point, that file made its way -- or that</p> <p>25 policy made its way into your legal file; correct?</p>

<p style="text-align: right;">Page 50</p> <p>1 A. Yes. 2 (Whereupon, Exhibit K is marked for 3 identification.) 4 BY MR. BRODZIK: 5 Q. I'm going to hand you an October 6 2003 letter from Danna McKitrick, Barbara Ble 7 Maille -- 8 A. Maille. 9 Q. -- to you in regards to the dispute 10 between James Wiegand and Ed and Gina, including a 11 proposed petition for breach of fiduciary duty, 12 and for the removal of Ed and Gina as Trustees for 13 the Trust. 14 Do you recall receiving this letter 15 from Ms. Maille? 16 A. I don't recall. 17 Q. Right. But it was included in your 18 legal file; correct? 19 A. I assume that's where you got it. 20 Q. Yes. Do you recall when James 21 settled with Ed and Gina? 22 A. No. 23 Q. Is it your understanding that James 24 did at some point end up settling with Ed and 25 Gina?</p>	<p style="text-align: right;">Page 52</p> <p>1 Q. The petition that is attached to 2 this letter names Edward Wiegand, individually and 3 in his capacity as a trustee, Mark Wiegand, 4 individually, and Eugenia, individually and in her 5 capacity as a trustee. 6 Would it be in your -- with your 7 knowledge of trust and estate law, would it be a 8 conflict of interest to represent an individual 9 being sued for breach of fiduciary duty both 10 individually and as a trustee? 11 MR. SLABY: Object to form. 12 BY MR. BRODZIK: 13 Q. You can answer if you understand the 14 question. 15 A. Could you ask the question again, 16 please? 17 MR. BRODZIK: Can you repeat back 18 the question, please? 19 (Whereupon, the pending question is 20 read by the court reporter.) 21 THE WITNESS: It could get to be a 22 conflict of interest if it got far enough. 23 BY MR. BRODZIK: 24 Q. Do you recall if this settlement 25 that was entered into between James and Edward and</p>
<p style="text-align: right;">Page 51</p> <p>1 A. That is my recollection, not strong. 2 Q. Do you recall the terms of that 3 settlement? 4 A. No. 5 Q. Do you recall if, during the 6 negotiation of that settlement, if it was 7 discussed that Ed and Gina should be removed as 8 Trustees of the Trust? 9 A. I don't remember any of those 10 details at that point. 11 Q. I believe you stated earlier that 12 Tom Blumenthal was representing the Trust in 13 regards to this lawsuit. However, this 14 correspondence is directed to you. 15 Did you also have some part in 16 defending the Trust in relation to this lawsuit or 17 potential lawsuit? 18 A. Tom and I worked together on this, 19 so I would have turned this over to him. I knew 20 Barbara well as well, and she knew I was working 21 with the Trust. So for some reason, she addressed 22 this letter me. 23 Q. You don't recall when that 24 settlement occurred between -- 25 A. No.</p>	<p style="text-align: right;">Page 53</p> <p>1 Eugenia was entered into individually and on 2 behalf of the Trust? 3 A. I don't remember. 4 Q. General speaking, would it be your 5 advice to have a settlement like that -- strike 6 that. 7 (Whereupon, Exhibit L is marked for 8 identification.) 9 BY MR. BRODZIK: 10 Q. Exhibit L is a fax from Vance 11 Financial to you, confirming that the New York 12 Life policy, the ownership was changed to the 13 Revocable Trust on August 19, 2003. Do you recall 14 that? 15 A. Do I read it as a fax? 16 Q. Yes. Do you recall that the 17 ownership of the policy was, in fact, changed to 18 the Trust? 19 A. Yes, it was, eventually. 20 Q. And you said say "eventually." Is 21 it your testimony that on November 18, 2003, the 22 ownership had not been changed yet to the Trust? 23 A. No. 24 MR. JACOBSON: Because of the double 25 negatives, I don't know whether your answer was</p>

<p style="text-align: right;">Page 54</p> <p>1 that, "No, it was changed," or "No, it wasn't 2 changed."</p> <p>3 MR. SLABY: If you know.</p> <p>4 THE WITNESS: I don't know. I 5 assume from this.</p> <p>6 BY MR. BRODZIK:</p> <p>7 Q. That it was?</p> <p>8 A. Yes.</p> <p>9 (Whereupon, Exhibit M is marked for 10 identification.)</p> <p>11 BY MR. BRODZIK:</p> <p>12 Q. On M, it is a July 12, 2004, letter 13 to Heidi Vance from you. "We are enclosing the 14 completed Service Form - Change Request for the 15 life insurance policy owned by the Herbert C. 16 Wiegand Revocable Trust, insuring the life of Jean 17 C. Wiegand. As indicated in the document, the 18 original policy has been lost, and we are 19 requesting the issuance of a new policy, showing 20 the current owner of the Herbert C. Wiegand 21 Irrevocable Trust."</p> <p>22 And if you'd look to the next 23 page -- well, first off, 502, do you recall having 24 written that letter?</p> <p>25 A. I don't recall.</p>	<p style="text-align: right;">Page 55</p> <p>1 Do you have any recollection as to 2 why the top half of the Service Form - Change 3 Request is written with pen handwriting, and the 4 second half of the form was typed?</p> <p>5 A. I don't recall the -- because this 6 is a form that came from the agent, the top part, 7 probably written by the agent and sent to us.</p> <p>8 Q. And the letter prior that was in 9 accordance with this document says, "We are 10 enclosing the completed Service Form."</p> <p>11 If you believe that the top half was 12 done by the agent, is it your belief then that the 13 remainder of the document was completed by you?</p> <p>14 A. I don't know for sure. I can't 15 recall.</p> <p>16 Q. But it's your understanding that 17 either you or Edward or Eugenia would have 18 completed this Service Form, the Change Request?</p> <p>19 MR. SLABY: Object to form.</p> <p>20 THE WITNESS: I can't recall.</p> <p>21 BY MR. BRODZIK:</p> <p>22 Q. Right.</p> <p>23 A. 2002 or 2003 or whatever, or 2004.</p> <p>24 Q. And the purpose of this Service Form 25 was to provide an address for the Herbert C.</p>
<p style="text-align: right;">Page 56</p> <p>1 Q. On the following page, it is the 2 Service Form - Change Request that was attached to 3 this letter in your legal file. Listed is -- 4 well, do you recall if you filled out this Service 5 Form - Change Request?</p> <p>6 A. I don't recall.</p> <p>7 Q. The prior Change Request was all 8 written in hand. This one is written, it looks 9 like, with a typewriter or some sort of computer 10 program.</p> <p>11 Is it the standard course in your 12 business that when you are filling out forms such 13 as this, that your office type out Change Requests 14 rather than write them out by hand?</p> <p>15 MR. SLABY: Object to form.</p> <p>16 THE WITNESS: I don't know that we 17 have a standard practice. I think it varies.</p> <p>18 BY MR. BRODZIK:</p> <p>19 Q. Do you believe or recall if you or 20 your office was the individual that typed out the 21 instructions on the Service Form - Change Request 22 on this document?</p> <p>23 A. I don't recall.</p> <p>24 Q. The instructions -- well, strike 25 that.</p>	<p style="text-align: right;">Page 57</p> <p>1 Wiegand Revocable Trust; correct?</p> <p>2 A. It appears to be the case.</p> <p>3 Q. And the address listed as the owner 4 or the address for the Herbert C. Wiegand 5 Revocable Trust is 165 North Meramec Avenue?</p> <p>6 MR. JACOBSON: Meramec.</p> <p>7 BY MR. BRODZIK:</p> <p>8 Q. The document states Meramec, 9 M-E-R-A-M-C-E, Avenue, Sixth Floor, St. Louis, 10 Missouri 63105. Can you tell me where 165 North 11 Meramec Avenue is?</p> <p>12 A. I would assume that that is right 13 here, but with a small typo.</p> <p>14 Q. So you do admit that there is a typo 15 in this address?</p> <p>16 A. Yes.</p> <p>17 Q. And under phone number listed as the 18 home phone number of the Herbert C. Wiegand 19 Revocable Trust, the number 314-727-2266 is 20 listed. Is that your office number?</p> <p>21 A. Yes.</p> <p>22 Q. Do you know why that is listed as 23 the home address of the Trust?</p> <p>24 A. I don't recall why that decision was 25 made.</p>

<p style="text-align: right;">Page 58</p> <p>1 Q. Just so you are aware or you now are 2 aware that the address that you instructed, or 3 that this document instructs New York Life to 4 provide notices, address, policy information is an 5 incorrect or a nonexistent address; correct? 6 MR. SLABY: Object to form. 7 THE WITNESS: There is a typo in the 8 address that may or may not have any effect in 9 terms of delivering information.</p> <p>10 BY MR. BRODZIK:</p> <p>11 Q. Do you recall if you ever made an 12 attempt to correct the typographical error of this 13 address?</p> <p>14 A. I don't recall.</p> <p>15 Q. And if you look at Page 504, the 16 document appears to have been reviewed and signed 17 by Edward Wiegand and Eugenia Sprich. Do you 18 agree?</p> <p>19 A. It appears to be. (Whereupon, Exhibit N is marked for identification.)</p> <p>22 BY MR. BRODZIK:</p> <p>23 Q. Following that, I'm going to hand 24 you a copy of the policy that was included in your 25 legal file. And if you would look at -- getting</p>	<p style="text-align: right;">Page 60</p> <p>1 Q. And in the pages that you sent over, 2 it lists a guarantee no-lapse date of 6-13, 2005, 3 is that correct?</p> <p>4 A. I don't --</p> <p>5 Q. You can review the pages of the 6 document.</p> <p>7 MR. SLABY: Are you asking for what 8 it states on the form?</p> <p>9 MR. BRODZIK: Yes. It states the 10 date of the guaranteed no-lapse date on the 11 policy.</p> <p>12 THE WITNESS: Yes.</p> <p>13 BY MR. BRODZIK:</p> <p>14 Q. What is your understanding of what 15 the term "Guaranteed no-lapse date" of a policy 16 means?</p> <p>17 MR. SLABY: Object to form.</p> <p>18 THE WITNESS: Beyond the words 19 itself, I can't give you an explanation.</p> <p>20 BY MR. BRODZIK:</p> <p>21 Q. Do you know what the "No-lapse" date 22 means, generally speaking?</p> <p>23 A. I can tell you what the words might 24 mean in English, but not what it means to the 25 insurance companies.</p>
<p style="text-align: right;">Page 59</p> <p>1 to Page 140, it appears that it was sent in a fax 2 on February 4, 2004. Take a look, and you can 3 confirm that for me.</p> <p>4 A. It appears to be a copy of the 5 policy.</p> <p>6 Q. So your understanding, based off the 7 policy and the faxed date of same, at some point 8 around February 4, 2004, your firm would have a 9 complete copy of the policy at issue in this 10 lawsuit?</p> <p>11 A. Yes. (Whereupon, Exhibit O is marked for identification.)</p> <p>14 BY MR. BRODZIK:</p> <p>15 Q. Exhibit O is a letter sent, or a fax 16 sent from you to Heidi Vance on February 17, 2004, 17 enclosing pages of the replacement policy, which 18 you admit you had received, and asking for 19 confirmation that the change of name had taken 20 place, is that correct?</p> <p>21 A. Yes, it appears be.</p> <p>22 Q. So you reviewed the policy in depth 23 enough to look and see who the named beneficiary 24 of the policy was; correct?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 61</p> <p>1 Q. What do those words mean in English?</p> <p>2 A. That it is not going to lapse in 3 that period of time or until that date?</p> <p>4 Q. Or until that date?</p> <p>5 A. Yes.</p> <p>6 Q. And that date is only a year and 7 change out from the date that you sent that 8 letter; correct?</p> <p>9 A. It appears.</p> <p>10 Q. So would it be in your normal course 11 of business, if you see a policy that has the 12 potential to lapse in a year, that you would 13 inform your clients of that fact?</p> <p>14 MR. SLABY: Object to form. No 15 foundation. Calls for a conclusion.</p> <p>16 THE WITNESS: Could you ask that 17 question again?</p> <p>18 MR. BRODZIK: Could you read it 19 back, please?</p> <p>20 (Whereupon, the pending question is 21 read by the court reporter.)</p> <p>22 MR. SLABY: Same objections.</p> <p>23 THE WITNESS: Yes, generally.</p> <p>24 BY MR. BRODZIK:</p> <p>25 Q. Do you recall if you did that in</p>

<p style="text-align: center;">Page 62</p> <p>1 this instance?</p> <p>2 A. I believe that is covered under 3 confidentiality.</p> <p>4 MR. BRODZIK: Can you certify that 5 question, please?</p> <p>6 (Whereupon, the pending question is 7 certified at the request of Mr. Brodzik.)</p> <p>8 BY MR. BRODZIK:</p> <p>9 Q. In the pages that you sent back to 10 the insurance agent, is it true that it states 11 that the policy requires a monthly premium of 12 \$7,818.50?</p> <p>13 A. I'm sorry, I don't have that in 14 front of me.</p> <p>15 MR. JACOBSON: I was looking it 16 over --</p> <p>17 MR. SLABY: The document speaks for 18 itself. If you're just asking her to confirm what 19 it says on it, that's fine.</p> <p>20 THE WITNESS: It says somewhere in 21 here.</p> <p>22 MR. SLABY: Where is it? Don't 23 assume anything.</p> <p>24 THE WITNESS: I assume it says what 25 you --</p>	<p style="text-align: center;">Page 64</p> <p>1 itself or by the Trustees of the Trust?</p> <p>2 A. They are generally being paid by the 3 Trustees out of the Trust, so you can make your 4 conclusion as to whether it is being paid by the 5 Trustees or the Trust, I think is a fine point.</p> <p>6 Q. Typically speaking, what would be 7 the -- say if it's a check, what would be the 8 entity as listed on the check? Would it be the 9 Trust itself or the Trustees?</p> <p>10 A. Sometimes it might be one, sometimes 11 the other. Under Missouri law, it is permitted to 12 list the Trust on the account. But typically, 13 only the Trustees can sign on behalf of the Trust.</p> <p>14 Q. From your own experience, practicing 15 in this area of the law for 45 years, if you 16 receive a payment for fees, and the check states 17 solely from the Trust, or solely from the 18 Trustees, could that cause any sort of potential 19 conflict of interest in your eyes?</p> <p>20 A. No.</p> <p>21 MR. SLABY: Object to form. (Whereupon, Exhibit P is marked for identification.)</p> <p>22 BY MR. BRODZIK:</p> <p>23 Q. And then following your request for</p>
<p style="text-align: center;">Page 63</p> <p>1 MR. SLABY: What are you asking, 2 Jim? I'm sorry.</p> <p>3 BY MR. BRODZIK:</p> <p>4 Q. Well, you can look through the 5 dates. What is the required monthly premium as 6 stated on the policy pages that you forwarded to 7 Vance Financial Group?</p> <p>8 MR. SLABY: Calls for a conclusion. 9 Lack of foundation.</p> <p>10 THE WITNESS: Yes, it says premium 11 levels \$7,000 and some change.</p> <p>12 BY MR. BRODZIK:</p> <p>13 Q. Do you ever recall discussing that 14 fact with Edward and Eugenia?</p> <p>15 A. I believe that is covered by 16 confidentiality.</p> <p>17 MR. BRODZIK: Certify that question 18 as well, please.</p> <p>19 (Whereupon, the pending question is 20 certified at the request of Mr. Brodzik.)</p> <p>21 BY MR. BRODZIK:</p> <p>22 Q. Do you recall if the Trust -- strike 23 that. If payments are being made for, say, life 24 insurance or fees on a brokerage account, whatever 25 it may be, are those fees being paid by the Trust</p>	<p style="text-align: center;">Page 65</p> <p>1 a verification of the policy beneficiary 2 designation has been changed, on June 24, 2004, a 3 fax came to you from Clinton Vance, stating, Here 4 comes the policy ownership and beneficiary 5 information regarding policy 62791665.</p> <p>6 And there is a letter from New York 7 Life, stating that the owner is the Herbert C. 8 Wiegand Revocable Trust.</p> <p>9 Have you seen that document before, 10 or do you recall receiving that document?</p> <p>11 A. I don't recall seeing that document.</p> <p>12 Q. But you don't deny that it was in 13 your legal file?</p> <p>14 A. Correct.</p> <p>15 Q. Is there a reason why you don't 16 think you would have reviewed this document, or 17 you just don't remember reviewing it?</p> <p>18 MR. SLABY: Object to form.</p> <p>19 THE WITNESS: I didn't say I didn't 20 -- I don't recall. It's been too long to say that 21 I can look at this document and say I remember 22 seeing it.</p> <p>23 BY MR. BRODZIK:</p> <p>24 Q. If you look at the document, which 25 is dated June 23, 2004, it states the owner was</p>

<p style="text-align: center;">Page 66</p> <p>1 Herbert C. Wiegand Revocable Trust; correct?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And at the top, it states the</p> <p>4 address of the Herbert C. Wiegand Revocable Trust</p> <p>5 as 9 Huntleigh Woods, St. Louis, Missouri. Do you</p> <p>6 agree with that?</p> <p>7 A. Yes, it does.</p> <p>8 Q. And that is seven months after this</p> <p>9 Service Form - Change Request was sent, directing</p> <p>10 that the address of the Trust be changed to 165</p> <p>11 North Meramce Avenue, is that correct?</p> <p>12 A. It is some period of time. I</p> <p>13 haven't measured the month.</p> <p>14 Q. After receiving this letter on June</p> <p>15 23, 2004, stating that -- or providing an address</p> <p>16 of 9 Huntleigh Woods, what action did you take to</p> <p>17 attempt and rectify the current discrepancy and</p> <p>18 address between 9 Huntleigh Woods and 165 North</p> <p>19 Meramce?</p> <p>20 A. I don't recall.</p> <p>21 Q. Do you recall if you ever attempted</p> <p>22 to contact New York Life again and request an</p> <p>23 update of address?</p> <p>24 A. I don't recall.</p> <p>25 Q. If I were to tell you that I did not</p>	<p style="text-align: center;">Page 68</p> <p>1 that itemized list shows that the PCB firm had to</p> <p>2 date, or as of the date, 12-8, 2004, had billed</p> <p>3 the Wiegands or the Trust \$103,000 in legal fees.</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. Was that the last bill that was sent</p> <p>7 from PCB to -- well, strike that.</p> <p>8 Was any legal work performed on</p> <p>9 behalf of Edward and Eugenia Sprich or the</p> <p>10 Wiegands following December 2004?</p> <p>11 A. Yes.</p> <p>12 Q. Do you recall if any invoices or</p> <p>13 bills went out to the children or the Trust after</p> <p>14 December 2004?</p> <p>15 MR. SLABY: Object to form.</p> <p>16 THE WITNESS: There would have been</p> <p>17 bills going to the Trust.</p> <p>18 BY MR. BRODZIK:</p> <p>19 Q. Do you have any knowledge or</p> <p>20 understanding as to why no documentation was</p> <p>21 included in the legal file post 2004?</p> <p>22 MR. SLABY: Object to form.</p> <p>23 THE WITNESS: I said that I reviewed</p> <p>24 the file briefly, but it was my recollection that</p> <p>25 we were still corresponding. And I provided</p>
<p style="text-align: center;">Page 67</p> <p>1 see any documents in your file memorializing an</p> <p>2 attempt to reach out to New York Life, would you</p> <p>3 have any reason to disagree with that?</p> <p>4 MR. SLABY: Object to form.</p> <p>5 THE WITNESS: I can't disagree with</p> <p>6 what you saw one way or the other.</p> <p>7 BY MR. BRODZIK:</p> <p>8 Q. And after this letter on June 23,</p> <p>9 2004, the file essentially is devoid of any new</p> <p>10 material in regards to this policy. Do you recall</p> <p>11 if you took any more -- strike that.</p> <p>12 Do you recall performing any</p> <p>13 additional legal work for Edward and Eugenia</p> <p>14 and/or the Trust after June 23, 2004?</p> <p>15 A. In the overall Trust administration,</p> <p>16 yes.</p> <p>17 Q. In regards specifically to this</p> <p>18 policy?</p> <p>19 MR. SLABY: Object to form.</p> <p>20 THE WITNESS: I can't recall that.</p> <p>21 (Whereupon, Exhibit Q is marked for</p> <p>22 identification.)</p> <p>23 BY MR. BRODZIK:</p> <p>24 Q. On 12-8, 2004, there was an itemized</p> <p>25 list of legal expenses included in your file, and</p>	<p style="text-align: center;">Page 69</p> <p>1 documents corresponding with the IRS subsequent to</p> <p>2 that date, so there were documents in the file</p> <p>3 subsequent to 2004.</p> <p>4 BY MR. BRODZIK:</p> <p>5 Q. Do you recall when the last document</p> <p>6 in the file date-wise would have been?</p> <p>7 A. No. I do not believe -- I know we</p> <p>8 had not settled with the IRS before 2004.</p> <p>9 Q. You don't recall when you settled</p> <p>10 with the IRS?</p> <p>11 A. 2006 comes to mind, but I could be</p> <p>12 off by a year.</p> <p>13 Q. Following 2006 or 2007, or whenever</p> <p>14 you think you may have settled with the IRS, did</p> <p>15 you perform any other legal work on behalf of</p> <p>16 Edward or Eugenia or the Trust?</p> <p>17 A. Not on behalf of the Trust, some</p> <p>18 other matters for Edward and Eugenia.</p> <p>19 Q. That are not in any way related to</p> <p>20 the Trust?</p> <p>21 A. Right.</p> <p>22 Q. Do you recall the last time you</p> <p>23 performed legal work for Edward and Eugenia in</p> <p>24 regards to the Trust? Would it have been wrapping</p> <p>25 things up with the IRS in 2005 or 2006?</p>

<p style="text-align: right;">Page 70</p> <p>1 MR. SLABY: Or 2007. 2 BY MR. BRODZIK: 3 Q. Or 2007? 4 A. Or 2007. Yes, somewhere in there. 5 I don't recall. 6 Q. Is the Trust still open? 7 A. That is a question that I am not 8 sure I can answer. I don't have enough 9 information. 10 Q. And you never received a yearly 11 notice from New York Life in regards to yearly 12 cash value of the policy? 13 A. No. 14 Q. Did you ever reach out to New York 15 Life as a representative of the Trustees or the 16 Trust to request another yearly policy cash value 17 notification? 18 A. No. 19 Q. Did you ever reach out to the 20 individuals living at 9 Huntleigh Woods to request 21 any notices? 22 MR. SLABY: Object to form. 23 THE WITNESS: No. 24 BY MR. BRODZIK: 25 Q. Did you ever inform --</p>	<p style="text-align: right;">Page 72</p> <p>1 MR. SLABY: Object to form. 2 THE WITNESS: No. 3 BY MR. BRODZIK: 4 Q. Are you aware of when the Wiegand 5 children reached out to New York Life in regards 6 to their request for information about the policy? 7 A. Would you rephrase that, please? Or 8 I'm not sure I understand the question. 9 Q. Are you aware that at some point in 10 time, the Wiegand children, Edward or Eugenia, or 11 both, reached out to New York Life for an update 12 as to the current standing of the policy? 13 A. I'm aware that they did reach out, 14 yes. 15 Q. Do you know when they reached out? 16 A. Not precisely. 17 Q. And you never reached out? 18 A. I did not. 19 Q. Did you review -- 20 A. There was additional correspondence 21 with New York Life, where we provided beneficiary 22 information to New York Life from our office for 23 -- after the termination of the Trust interest in 24 the policy. 25 Basically, we provided beneficiary</p>
<p style="text-align: right;">Page 71</p> <p>1 A. Let me change -- I don't know. I 2 can't remember. 3 Q. If you would have, would that have 4 been noted in your legal file? 5 MR. SLABY: Object to form. 6 THE WITNESS: I don't know. 7 BY MR. BRODZIK: 8 Q. Did you inform Edward and Eugenia 9 that the last correspondence you received from New 10 York Life in regards to the change in ownership 11 listed 9 Huntleigh Woods as the address for the 12 Trust? 13 A. I believe that would fall under 14 confidentiality in terms of what I informed them. 15 MR. BRODZIK: Certify that question, 16 please. 17 (Whereupon, the pending question is 18 certified at the request of Mr. Brodzik.) 19 BY MR. BRODZIK: 20 Q. Did you ever make another attempt to 21 correct 165 North Meramec Avenue as your intended 22 address for the Trust? 23 A. I don't recall. 24 Q. Do you know when this insurance 25 policy lapsed?</p>	<p style="text-align: right;">Page 73</p> <p>1 designations for each of the children of the 2 Trust, or the decedent, so that upon payment of 3 the policy they would know where to make the 4 payment. And those addresses and the detailed 5 information was provided to New York Life. I 6 can't tell you exactly when, but it would have 7 been somewhere in that -- 8 Q. Do you think that that may have 9 actually be included in some of the documents? 10 A. I thought it was. 11 Q. It was, right. So the documentation 12 would have been provided to New York Life prior to 13 this April -- 14 A. No, I believe it was afterwards. 15 Q. So you believe it was afterwards? 16 A. Yes. I don't recall exactly when it 17 was, but we provided beneficiary designation so 18 that New York Life had all the names and addresses 19 of all the beneficiaries for the eventual payout 20 of the policy. 21 Q. Looking at Exhibit J, dated July 22, 22 2003, is this the beneficiary designation material 23 that you believe you are referencing? 24 A. Yes. 25 Q. So that was in July 2003, that that</p>

<p style="text-align: center;">Page 74</p> <p>1 information was sent to New York Life; correct?</p> <p>2 A. Yes. And that had all the names and 3 addresses of all the parties, including the 4 Trustees.</p> <p>5 Q. When you provided this change of 6 beneficiary request, is that your understanding or 7 belief that at that point that somehow removes 8 your duty to contact New York Life in regards to 9 the upkeep or the current status of the policy?</p> <p>10 MR. SLABY: Object to form. There 11 has been no established legal duty or anything 12 like that. So lack of foundation. Calls for a 13 conclusion.</p> <p>14 BY MR. BRODZIK:</p> <p>15 Q. As the representative of Edward and 16 Eugenia as Trustees, did you have -- as an 17 attorney, did you have a legal duty to make sure 18 that their policy was in effect, and that they had 19 notice of the terms and conditions of the policy?</p> <p>20 MR. SLABY: Object to form. Calls 21 for a legal conclusion. Lack of foundation.</p> <p>22 THE WITNESS: My discussions with 23 them are covered by confidentiality.</p> <p>24 BY MR. BRODZIK:</p> <p>25 Q. And I'm not asking for any</p>	<p style="text-align: center;">Page 76</p> <p>1 counsel for the Trustees of the Trust has a duty 2 to inform the Trustees of the pertinent 3 information in life insurance policies that are 4 included in the Trust?</p> <p>5 MR. SLABY: Same objection as 6 previously made. There has been no established 7 duty. Lack of foundation, calls for a legal 8 conclusion, vague and ambiguous.</p> <p>9 THE WITNESS: I believe that, based 10 upon the objections raised by my attorney, that it 11 is not appropriate to answer that question.</p> <p>12 MR. BRODZIK: Why don't you certify 13 that question as well.</p> <p>14 (Whereupon, the pending question is 15 certified at the request of Mr. Brodzik.)</p> <p>16 BY MR. BRODZIK:</p> <p>17 Q. Have you ever spoken with Mark 18 Wiegand?</p> <p>19 A. I don't recall.</p> <p>20 Q. Have you spoken to Teal Wiegand?</p> <p>21 A. Who?</p> <p>22 Q. Teal Wiegand?</p> <p>23 A. I don't recall.</p> <p>24 Q. Had you ever spoken to Christina 25 Wiegand?</p>
<p style="text-align: center;">Page 75</p> <p>1 discussions that you've had with them. I'm asking 2 you as an attorney of 45 years, who handles 3 estates and trusts, do you have a legal duty to 4 keep your clients informed as to the pertinent 5 provisions of life insurance policies?</p> <p>6 MR. SLABY: Object to form. Lack of 7 foundation, vague and ambiguous, calls for a legal 8 conclusion.</p> <p>9 THE WITNESS: Does that mean I don't 10 answer?</p> <p>11 MR. SLABY: If you have an answer, 12 you can have answer. I'm not telling you not to. 13 Do you understand the question?</p> <p>14 THE WITNESS: I believe that in any 15 given case, that may be governed by discussions 16 between the attorney and the client. And in this 17 case, I believe that is covered by 18 confidentiality.</p> <p>19 BY MR. BRODZIK:</p> <p>20 Q. I'm not asking you specifically 21 about this case.</p> <p>22 A. I understand that.</p> <p>23 Q. I'm asking you, generally speaking, 24 with your 45 years of experience, whether or not 25 the representative for the Trustees of the Trust,</p>	<p style="text-align: center;">Page 77</p> <p>1 A. I don't recall.</p> <p>2 Q. Patrick Wiegand?</p> <p>3 A. I don't recall.</p> <p>4 Q. Have you ever spoken with Stephanie 5 Wiegand?</p> <p>6 A. I do not recall.</p> <p>7 Q. Have you ever spoken to Miriam 8 Wiegand?</p> <p>9 A. I don't recall.</p> <p>10 Q. Have you ever spoken to Herbert C. 11 Wiegand, Junior?</p> <p>12 A. Yes.</p> <p>13 Q. And you didn't represent Herbert C. 14 Wiegand, Junior, did you?</p> <p>15 A. As a beneficiary of the Trust, I 16 believe. I believe he was a beneficiary of the 17 Trust. As a beneficiary of the Trust, I may have 18 talked to him in connection with representation of 19 the Trustees of the Trust in carrying out the 20 Trust administration.</p> <p>21 Q. What did you speak with Herbert C. 22 Wiegand about?</p> <p>23 A. Is that covered by confidentiality?</p> <p>24 MR. SLABY: Probably not.</p> <p>25 THE WITNESS: My recollection is</p>

<p style="text-align: right;">Page 78</p> <p>1 that it had to do with a vehicle that he was 2 receiving from the Trust.</p> <p>3 BY MR. BRODZIK:</p> <p>4 Q. Did you discuss the life insurance 5 policy on Jean Cameron Wiegand with him?</p> <p>6 A. No.</p> <p>7 Q. Have you ever spoken with Susan B. 8 Lennard?</p> <p>9 A. Yes.</p> <p>10 Q. What did you speak with Susan B. 11 Leonard about?</p> <p>12 A. I think assets passing from the 13 Trust, she may have asked me about. I don't 14 recall specifically.</p> <p>15 Q. Do you recall ever speaking to Susan 16 B. Leonard about the life insurance policy at 17 issue in this case?</p> <p>18 A. No.</p> <p>19 Q. Did you ever speak with Antoinette 20 Hines?</p> <p>21 A. I don't recall.</p> <p>22 Q. Have you ever spoken with Emmet 23 Hines?</p> <p>24 A. I don't recall.</p> <p>25 Q. Douglas Hines?</p>	<p style="text-align: right;">Page 80</p> <p>1 in fact, you knew and saw a policy -- insurance 2 policy in your file?</p> <p>3 A. It seems unlikely.</p> <p>4 Q. Yes. And it seems, from the 5 correspondence, you didn't get a copy of the 6 policy right away when you wrote this July 22, 7 2003 letter, is that correct?</p> <p>8 A. I don't recall.</p> <p>9 Q. It's not a letter, July 13 of 2004, 10 which is Deposition Exhibit M.</p> <p>11 A. I'm sorry, which was what?</p> <p>12 Q. Exhibit M. And it's from you to 13 Heidi Vance at Vance Financial Group, January 12, 14 2004, which was six months later. And it states, 15 quote, As indicated in the document, the original 16 policy has been lost, and we are requesting the 17 issuance of a new policy, showing current owner as 18 the Herbert C. Wiegand Irrevocable Trust. 19 Did I read that correctly in the 20 first paragraph of your letter?</p> <p>21 A. Yes.</p> <p>22 Q. All right. So from your request in 23 July of 2003, to your second request in July of 24 2004, did you not receive a copy of the insurance?</p> <p>25 A. I don't recall. Based upon the</p>
<p style="text-align: right;">Page 79</p> <p>1 A. I don't recall.</p> <p>2 Q. Jackie Hines?</p> <p>3 A. No.</p> <p>4 MR. BRODZIK: I believe those are 5 all the questions that I have at this time.</p> <p>6 EXAMINATION</p> <p>7 BY MR. JACOBSON:</p> <p>8 Q. Hello, Ms. Dyroff. We meet again 9 after 30 years.</p> <p>10 First, I'll direct your attention to 11 Deposition Exhibit J, which was a letter from you, 12 dated July 22, 2003, to the Vance Financial Group.</p> <p>13 And if I understand correctly, the 14 Vance Financial Group was the New York Life agents 15 with whom the Trust was dealing?</p> <p>16 A. Yes.</p> <p>17 Q. And in your July 22, 2003 letter, 18 you state, quote, In addition, as we discussed, 19 the current policy cannot be located, and we 20 request a new policy, naming the Herbert C. 21 Wiegand Revocable Trust as owner, be issued and 22 delivered to our office, closed quote.</p> <p>23 Did I read that correctly?</p> <p>24 A. Yes.</p> <p>25 Q. And would you have written that if,</p>	<p style="text-align: right;">Page 81</p> <p>1 letters, it appears not.</p> <p>2 Q. At that time, you would have been 3 aware of whether you received something in the 4 last six months or so?</p> <p>5 MR. BRODZIK: Objection. Calls for 6 speculation.</p> <p>7 THE WITNESS: Yes.</p> <p>8 BY MR. JACOBSON:</p> <p>9 Q. And if you had received such a 10 thing, would you have asked for another copy, 11 saying it was still lost?</p> <p>12 MR. BRODZIK: Objection. Calls for 13 speculation.</p> <p>14 THE WITNESS: No.</p> <p>15 BY MR. JACOBSON:</p> <p>16 Q. Now, the address placed on this 17 Service Form - Change Request, the second page of 18 Exhibit M, has the misspelling. It says 165 North 19 Meramec, but Meramec is spelled M-E-R-A-M-C-E, 20 instead of M-E-R-A-M-E-C; correct?</p> <p>21 A. I see that there is a difference. I 22 didn't quite follow your letters, yes.</p> <p>23 Q. The last two letters are switched?</p> <p>24 A. Right.</p> <p>25 Q. And it says, the Sixth Floor. We're</p>

<p style="text-align: center;">Page 82</p> <p>1 currently on the first floor.</p> <p>2 A. At that point, we were using the 3 sixth floor. But now mail comes in on the first 4 floor.</p> <p>5 Q. Do you still receive mail sometimes 6 addressed to the sixth floor?</p> <p>7 A. Sometimes, yes.</p> <p>8 Q. Do you still receive mail that is 9 sometimes addressed to a misspelled street name?</p> <p>10 A. Absolutely.</p> <p>11 Q. So with this January 12, 2004 12 letter, you are asking that the policy be noted as 13 owned by the Herbert C. Wiegand Irrevocable Trust; 14 right?</p> <p>15 A. Yes.</p> <p>16 Q. That didn't happen right away, did 17 it? They didn't change the ownership right away, 18 did they?</p> <p>19 A. I can't remember that.</p> <p>20 MR. BRODZIK: Objection. Vague.</p> <p>21 BY MR. JACOBSON:</p> <p>22 Q. I'm going to direct your attention 23 next to Deposition Exhibit O, which is a facsimile 24 from you to Heidi Vance, February 17 of 2004, in 25 which you attach a couple of pages that have been</p>	<p style="text-align: center;">Page 84</p> <p>1 previously?</p> <p>2 A. Yes.</p> <p>3 Q. So would it be fair to say that in 4 the course of these year and a half to two years 5 of correspondence, it took that long to get a 6 change of policy from New York Life, and even in 7 the end, they still had the address wrong?</p> <p>8 A. Yes.</p> <p>9 Q. If you -- for some of your clients, 10 do you receive notices, mail, and so on addressed 11 to you at your law office for the benefit of your 12 clients?</p> <p>13 A. Yes.</p> <p>14 Q. What is your practice when you 15 receive such correspondence?</p> <p>16 A. We send it on immediately to the 17 client.</p> <p>18 Q. And if you received the annual 19 policy statements and notices from New York Life 20 here, what would you have done with them?</p> <p>21 A. Sent them on to the client.</p> <p>22 Q. But you didn't have the opportunity 23 to do that?</p> <p>24 A. That's right.</p> <p>25 MR. JACOBSON: I have no further</p>
<p style="text-align: center;">Page 83</p> <p>1 issued for a change in policy.</p> <p>2 And as we looked at it previously, 3 on the third page of this exhibit, it shows the 4 name of the owner as Herbert C. Wiegand, is that 5 correct?</p> <p>6 A. Somewhere in here.</p> <p>7 Q. About a third of the way down?</p> <p>8 A. Yes.</p> <p>9 Q. So it shows -- this document that 10 was generated by New York Life, supposedly showing 11 the changes in the policy, has the owner's name 12 wrong; correct?</p> <p>13 A. Correct.</p> <p>14 Q. So on February 17th of 2004, you 15 wrote to their agent to, again, ask them to issue 16 it in a correct name, is that correct?</p> <p>17 A. Yes.</p> <p>18 Q. And finally, we have here as part of 19 Exhibit P, a New York Life letter, dated June 23, 20 2004, addressed to the policyholder, which is here 21 listed as Herbert C. Wiegand Revocable Trust, but 22 at the address of 9 Huntleigh Woods; correct?</p> <p>23 A. Correct.</p> <p>24 Q. So that would be the wrong address, 25 based upon the information that you provided</p>	<p style="text-align: center;">Page 85</p> <p>1 questions. I would like copies of these exhibits.</p> <p>2 EXAMINATION</p> <p>3 BY MR. BRODZIK:</p> <p>4 Q. Just one quick follow-up.</p> <p>5 In regards to -- I think it is 6 Exhibit P, the June 23, 2004 letter, you just 7 stated that the address on the Trust was 8 incorrect. Is that your testimony?</p> <p>9 A. The address listed by New York Life?</p> <p>10 Q. Yes.</p> <p>11 A. It appears to be incorrect.</p> <p>12 Q. Following this letter, what 13 affirmative step did you take to see that that 14 address should be changed to an address that 15 suited your needs and your clients?</p> <p>16 A. I'm sorry, I don't recall.</p> <p>17 Q. You don't recall if you ever did, or 18 you didn't do anything?</p> <p>19 A. I don't recall the steps I would 20 have taken.</p> <p>21 Q. And typically, if you would have 22 sent out a letter, just as all these other letters 23 were included in your file, that would have been 24 reflected in your file?</p> <p>25 A. Typically.</p>

<p style="text-align: right;">Page 86</p> <p>1 MR. BRODZIK: All right. 2 MR. JACOBSON: That's the end of my 3 questions. 4 As your lawyer will tell you, you 5 have the right to read, review, correct the 6 transcript if you wish. 7 MR. SLABY: Yes. Read and sign, 8 please. 9 --- 10 (Signature reserved.) 11 --- 12 (Whereupon, at 2:05 p.m., 13 proceedings are concluded.) 14 --- 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 88</p> <p>1 UNITED STATES DISTRICT COURT 2 EASTERN DISTRICT OF MISSOURI 3 EASTERN DIVISION 4 EDWARD WIEGAND and EUGENIA) 5 SPRICH, TRUSTEES OF THE) 6 HERBERT C. WIEGAND REVOCABLE) 7 TRUST, individually and on) 8 behalf of all other similarly) 9 situated,) 10) Plaintiff,) No. 4:22 CV 188 RWS 11) vs.) 12)) 13) NEW YORK LIFE INSURANCE &) 14) ANNUITY CORPORATION, et al.,) 15) Defendants.) 16 I, JOANN DYROFF, hereby acknowledge that 17 I have read the foregoing transcript of the 18 testimony given by me at my deposition on Friday, 19 February 24th, 2023, and that said transcript 20 constitutes a true and correct record of the 21 testimony given by me at said deposition except as 22 I have so indicated on the errata sheets provided 23 herein. 24 25 _____ 26 JOANN DYROFF 27 No corrections (Please initial) _____ 28 Number of errata sheets submitted _____ (pgs.) 29 30 _____ 31 SUBSCRIBED AND SWORN to 32 Before me this _____ day 33 Of _____, 2023. 34 35 _____ 36 NOTARY PUBLIC</p>
<p style="text-align: right;">Page 87</p> <p>1 C E R T I F I C A T E 2 3 I, Mary M. Rocco, being a 4 Certified Court Reporter and Registered 5 Professional Reporter, do hereby certify that the 6 aforegoing oral testimony of JOANN DYROFF was 7 taken stenographically by me on Friday, February 8 24th, 2023, after the said witness was duly sworn 9 or affirmed prior to the commencement of her 10 testimony; and that this deposition transcript is 11 a true and correct transcript of the same, fully 12 transcribed under my direction, to the best of my 13 ability and skill. 14 I further certify that I am not a 15 relative, employee or attorney of any of the 16 parties in this action; that I am not a relative 17 or employee of any attorney interested in the 18 event of this action. 19 20 21 22 _____ 23 MARY M. ROCCO, RPR, CCR 24 Certified Court Reporter 25 #MO CCR NO. 1064</p>	

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